

## Subaward Agreement

Pass-through Entity (PTE): <b>The University of Texas at Austin ("UT")</b>	<b>Subrecipient:</b>
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<b>UT's Principal Investigator (PI):</b> David T. Allen	<b>Subrecipient's Principal Investigator (PI):</b>
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<b>UT's Prime Award No.:</b> 202101638; 582-22-20017	<b>FAIN No.:</b>	<b>Prime Awarding Entity:</b>
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<b>Prime Award Title:</b>	
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**Project Title:**

<b>Subaward Budget Period:</b> Start:                      End:	<b>Amount Funded This Action in USD:</b> \$	<b>Subaward No.:</b> UTAUS-SUBXXXXXXXX
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<b>Estimated Period of Performance:</b> Start:                      End:	<b>Incrementally Estimated Total in USD:</b> \$	<b>Is this Award R&amp;D:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
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**Subaward Type:**  **Cost Reimbursable**     Fixed Price     Other \_\_\_\_\_

Check all that apply:  Reporting Requirements (Attachment 6)     Cost Sharing (Attachment 7)

### Terms and Conditions

1. **Subrecipient's Work:** Subrecipient shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in its Work Plan, as detailed in Attachment 5. These Research Activities will compliment or enhance the mission of UT and the Texas Commission on Environmental Quality (TCEQ) to benefit the air quality in the State of Texas as authorized under the Texas Health and Safety Code, Chapter 387.010. Research subawards were selected from proposals that were submitted in response to UT's Air Quality Research Program (AQRP) Request for Proposals (RFP) published **XX/XX/2023** and were reviewed by the AQRP Independent Technical Advisory Committee (ITAC) and the TCEQ, with the AQRP Advisory Council making the final award decisions.
  
2. **Limitation on Costs:** Subrecipient is authorized under this action only for the funding amount listed above as "Amount Funded This Action" and as allotted and detailed in Attachment 5. As compensation for the performance by Subrecipient of its obligations under this Subaward Agreement, UT will reimburse Subrecipient for allowable expenditures for conducting the Work Plan described in Attachment 5 and is subject to the limitation of funds set forth in the Terms and Conditions.  
Subrecipient shall not be reimbursed for indirect costs at a rate greater than **XX%** as it applies to the attached budget.
  
3. **Payment:** Subrecipient shall submit invoices for allowable costs incurred. All invoices must: (1) be prepared using the Financial Status Report (FSR) template in Attachment 8, (2) be signed by an Authorized Official, (3) certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the award documents, (4) include the Subaward Number, (5) include the period for which reimbursement is being requested, (6) itemize the costs by budget category, and (7) Include current and cumulative costs to date, and cost sharing (as applicable), (8) provide supporting receipt/invoice-paid documentation for all charges requesting reimbursement, with the exception of personnel salaries, fringe benefits, and Indirect Costs (IDC). UT may request supporting documentation, including, but not limited to, travel receipts, purchase orders, invoices for services or supplies, time records, or general ledger reports originating directly from the Subrecipient's financial record keeping system. All supporting documentation shall be retained by Subrecipient and provided to UT upon request. Final invoices shall be marked "Final." Final payment is contingent upon UT's receipt of funds from the Prime Awarding Entity, and receipt of all required reports and Subrecipient Close-Out Form (Attachment 7). Reimbursement does not constitute acceptance of the invoiced activities, nor does it constitute a waiver of UT's claims against the Subrecipient or its sureties.
  
4. **Incorporation of Attachments:** Attachments 1-11, as listed below, and any terms and conditions therein are hereby made part of this Subaward.
  1. Attachment 1, Certifications and Assurances;
  2. Attachment 2, General Terms and Conditions, Special Terms and Conditions;



# Attachment 1

## Subaward Agreement

### Certifications and Assurances

#### **CERTIFICATION OF INSTITUTIONAL POLICY ON FINANCIAL CONFLICTS OF INTEREST**

By signature of this Subaward, Subrecipient certifies that:

1. Subrecipient (**Check one**)  has an active and enforced conflict of interest policy that complies with 42 CFR Part 50; or  will comply with UT's financial conflicts of interest policy.
2. Subrecipient shall disclose to UT any identified financial conflicts of interest prior to the expenditure of any funds authorized in this Subaward, annually if a disclosure has been determined to be reportable, and in sufficient detail that supports UT meeting its reporting requirements to the Prime Awarding Entity. Conflicts of interest identified subsequent to the initial expenditure of funds must be reported within **fifteen (15) days** in order for UT to meet its reporting requirements to the Prime Awarding Entity.
3. Subrecipient shall include the substance of this Article in its lower-tier Subawards or Subcontracts.
4. All financial conflict of interest disclosures, notices, and questions should be submitted to UT's Administrative Contact, as designated in Attachment 3A.
5. All Subrecipient employees or agents responsible for the design, conduct, or reporting of research funded under this Subaward comply with such policy.
6. Subrecipient agrees to follow any additional conflict of interest requirements set forth by the Prime Awarding Entity.

#### **CERTIFICATION OF EQUAL OPPORTUNITY**

This Subrecipient and any lower-tier Subrecipient 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 Subrecipients and lower-tier Subrecipients take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

#### **GENERAL ASSURANCES**

By signature of this Subaward, Subrecipient certifies that:

1. It will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 1213 et seq, as amended.
2. To the best of its knowledge, it is not indebted to the State of Texas nor has it an outstanding tax delinquency.
3. It is in compliance with the requirements of Section 1352, Title 31, U.S. Code, which limits the use of appropriated funds to influence certain Federal contracting and financial transactions.
4. It complies with 2 CFR Part 180, as applicable, and that neither it nor its principals are presently debarred, suspended, declared ineligible, proposed for debarment, suspension, or ineligible status, or voluntarily excluded from participation in this transaction by any federal department or agency. Subrecipient shall provide immediate notice to UT in the event it or any of its principals receives notice of a proposed debarment, suspension or ineligibility declaration by any federal department or agency or voluntary exclusion, post-execution of this Subaward.
5. It agrees to comply with the provisions of 41 U.S.C. 4712 in its performance of this Subaward. It agrees to inform its employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program, inform its employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce, and include such requirements in any agreement made with a lower-tier Subrecipient.
6. Notwithstanding any other conditions of this Subaward, as applicable, UT, the Prime Awarding Entity, the Texas State Auditor's Office, the Prime Awarding Entity's Federal sponsoring agency, the

Comptroller General of the United States, and/or any of their duly authorized representatives shall have access, at Subrecipient's regular place of business during regular office hours, to any books, documents, papers and records of Subrecipient which are directly pertinent to this Subaward for the purpose of making audits and examinations, and shall have the right at all reasonable times to inspect or otherwise evaluate the research performed or being performed by Subrecipient. Additionally, the books and records must be retained for a period of three (3) years following final payment, or longer if required by audit.

7. It represents that no part of the total Subaward amount provided herein shall be paid directly or indirectly to any officer or employee of Prime Awarding Entity as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subrecipient in connection with any research contemplated or performed relative to this Subaward.

**Attachment 2**  
**Subaward Agreement**  
**General Terms and Conditions**  
**Special Terms and Conditions**

**General Terms and Conditions**

1. Applicable Law. *[Delete the first sentence if subaward is to a state agency/university outside of Texas]*  
This Subaward shall be construed and performance hereunder shall be determined according to the laws of the State of Texas. Applicable Law applies as follows: (1) Subrecipient shall comply with all requirements and obligations under local, state, and federal law, including compliance with export control laws and regulations, as applicable; (2) the Texas Commission on Environmental Quality (TCEQ) rules and policies (pertaining to TCEQ contracts and grants, especially 30 Texas Administrative Code Chapter 14), and other applicable Federal and State rules and statutes; (3) TCEQ Allowable Expenditure Guidelines (pertaining to allowable costs for cost reimbursement contracts and grants); (4) Texas Water Code, Sections 5.124, 5.229; (5) all applicable United States laws, regulations, or orders that may relate to the export of technical data including, but not limited to, applicable requirements of the International Traffic in Arms Regulation (ITAR), the Export Administration Regulation (EAR), and all other applicable export control regulations of the United States of America, including obtaining an export license or technical assistance agreement, if applicable; (6) the Texas Grant Management Standards (TxGMS), found at the Texas Comptroller's website (<https://comptroller.texas.gov/purchasing/grant-management/>); (7) licensing requirements for the jurisdiction for which the performance of the research may be subject.
2. Research Project Performance:
  - a. Intent to Fund: UT shall issue a notice of intent to fund a Subrecipient Work Plan. Subrecipient shall have ten (10) business days after the notification of intent to fund to submit a finalized Work Plan to the Air Quality Research Program (AQRP) Project Manager and TCEQ Project Liaison for review and approval.

The TCEQ or UT may recommend revisions or additions to the Work Plan. Subrecipient shall adopt those recommendations unless those recommendations substantively change the project concepts as reviewed by the Independent Technical Advisory Council (ITAC).

Work should not commence until the Principal Investigator is notified by the Financial Contact or the AQRP Project Manager that the Work Plan has been accepted. Acceptance of the Work Plan will initiate the issuance of the Subaward Agreement.

- b. Work Plan Components:
  - i. Statement of Work: The Statement of Work will list all major tasks, the order and dependency of those tasks and the responsible party for each task, including quality assurance and control procedures, if applicable. The Statement of Work will describe preliminary data collection and analysis of such, if applicable. The Statement of Work will list all deliverables and reports, and the dates each deliverable or reports is due to the AQRP Project Manager. The Statement of Work shall contain, but is not limited to, a detailed listing by task of the work to be performed, a detailed timeline, a schedule of deliverables, and an abstract of the project's objectives and methodology.
  - ii. Budget, Budget Justification: Each Work Plan shall have a detailed budget. The budget shall include the costs to present the Research Project findings at a Data Workshop to be held in Austin, Texas. If multiple Subaward Agreements will be issued for a single Research Project, there should be a detailed budget for each entity that will be issued on separate Subaward Agreements.

Each Work Plan shall have a detailed budget justification that includes details on salary and time commitment for each researcher, travel, publications, supplies, and other costs. An academic Subrecipient PI (9-month faculty) may only commit 2 months of time Full Time Equivalent (FTEs) per summer on all AQRP Research Projects

combined. Justification for travel shall differentiate between travel for project related work and travel to conferences. Travel justification shall include number of travelers, purpose of travel for each traveler, length of travel, location of travel and name of conference (if known). If multiple Subaward Agreements will be issued for a single Research Project, there should be a detailed budget justification for each entity that will be issued a Subaward Agreement.

- iii. Quality Assurance Project Plan (QAPP): All Research Projects under this Subaward Agreement will require a Category III Quality Assurance Project Plan ("QAPP") in accordance with EPA QA/R-5 guidance and Attachment 6 to this Subaward Agreement. The QAPP will document the objectives (minimum specifications) for product quality and the processes (including but not limited to: monitoring capability and data acquisition, processing, validation, reporting, and interpretation) that will be used for the achievement of those objectives. The QAPP shall demonstrate the use of accredited laboratories meeting the criteria set forth below in Article 24, describing the Use of Certified Laboratories. The AQRP QAPP Manager will review and approve the QAPP. Should the AQRP QAPP Manager determine that the project requires a higher QAPP category (i.e., Category I or II) then the higher requirements will apply. The Subrecipient agrees to adhere to the QAPP in the performance of the Research Activities.

3. Allowable Costs. Allowable costs are those approved in accordance with applicable accounting standards described in 2 CFR Part 200, FAR Part 31, International Finance Reporting Standards (IFRS), Generally Accepted Accounting Principles, and the Prime Award, as appropriate. In the event that any payments are disallowed by UT or the Prime Awarding Entity as items of cost of this Subaward, Subrecipient shall repay UT, on demand, the amount of any disallowed items or, at the discretion of UT, UT may deduct such amounts from subsequent payment to be made to the Subrecipient hereunder, without prejudice, however, to Subrecipient's right thereafter to establish the allowability of any such item of cost under the Subaward. For administrative convenience, Subrecipient may utilize the TxGMS, or other guidance documents as applicable to meet the TxGMS requirements to the extent that those documents are consistent with the provisions of the TxGMS.

Prior to the initiation of substantive work (e.g., field work, model update improvements, sampling and laboratory analysis) submitted in a Work Plan, all components of the Work Plan must be approved in writing by the AQRP Project Manager and the TCEQ Project Liaison.

In the event that any payments to the Subrecipient under this Subaward Agreement are subsequently disallowed by UT or the Prime Sponsor as items of costs of this Subaward Agreement, the Subrecipient shall repay UT, on demand, the amount of any such disallowed items or at the discretion of UT, UT may deduct such amounts from subsequent payments to be made to the Subrecipient hereunder, without prejudice, however, to the Subrecipient's right thereafter to establish the allowability of any such item of cost under the Subaward Agreement. Final determination of allowability will reside with the AQRP Administrative Contact, as shown in Attachment 3A.

4. Actual Costs. Actual Costs are those costs actually incurred and paid in an arm's length market transaction conducted in accordance with TxGMS. The amount of costs for which reimbursement may be requested is the "Amount Funded This Action in USD" on page 1 of this Subaward Agreement.
5. Travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for Texas state employees' travel at the time the cost is incurred (reference TxGMS). Reimbursement for costs will not exceed actual costs and in no case will they exceed the market price in the local area where the Research Activity is performed. To determine allowability, *ALL travel costs must be supported with documentation with legible copies of itemized receipts, including meal reimbursement requests. State of Texas sales taxes on non-meal items, hotel occupancy taxes, tips/gratuities, alcohol, and costs incurred outside the period of performed listed in this Subaward Agreement are not allowable reimbursement expenses.*
6. Sampling and Laboratory Analysis. No funds will be provided for reimbursement of the cost of sampling and laboratory analysis activities prior to the receipt of written approval from the AQRP Project Manager of the sampling and analytical design report, and specifically the Quality Assurance

Project Plan (QAPP) for the project. Failure to meet the terms of the QAPP may result in the suspension of associated activities and reimbursement of expenses related to the associated activities. In addition, Subrecipient shall ensure that all Research Activities are performed in accordance with appropriate quality assurance/quality control (QA/QC) (including any applicable QAPP requirements).

7. Indirect Costs. Indirect costs are allowable as specified in each approved Subaward Work Plan and shall be considered final. No retroactive or similar adjustments shall be considered or made. However, the allowability of any cost is subject to all other terms and conditions of this Subaward Agreement. Subrecipient shall maintain all records related to indirect cost rates for inspection and audit by UT and will submit records to UT within seven (7) days of request.
8. Funding Limitations. It is the understanding of the parties that the source of the funds provided by the Prime Award is the Texas Emissions Reduction Plan (TERP) Account No. 5071. In the event that actual or projected revenue collections are insufficient, the Legislative Budget Board may direct the Comptroller of Public Accounts (CPA) reduce the appropriation authority provided above to be within the amount of revenue expected to be available. The parties agree that all funding arranged under this Subaward Agreement is subject to sufficient funds in the TERP Account.
9. Funding for Claims. This Subaward Agreement and all claims, suits, or obligations arising under or related to this Subaward Agreement are subject to and limited to the availability of funds appropriated by the Texas Legislature for the purposes of this Subaward Agreement or for the respective claim, suit, or obligation, as applicable.
10. Duplication of Effort. In addition to the funds provided to the Subrecipient under a Subaward Agreement executed hereunder, other entities may provide public or private funds to the Subrecipient under a separate agreement so that funds of two (2) or more agreements are funding part of the Work Plan specified in a Subaward Agreement. Subrecipient must monitor all activities to ensure that the funds complement one another and do not result in double payments for the same activity.
11. Reimbursement Payment. Promptly after receipt of required financial reporting document, UT shall make payment thereof except as provided herein. UT is not under any obligation to pay invoices received after the deadline. Payment of final invoice is contingent upon the receipt by UT of all required documentation from the Subrecipient.
  - a. Reimbursement is subject to the limitations on funds described in this Subaward Agreement and State and Federal rules and laws. The Subrecipient is responsible for ensuring that cost amounts remain within the budget limits set forth in the Research Project Work Plan. Additionally, the Subrecipient is responsible for ensuring that its allowable costs do not exceed other limits on funding, including those related to the amount of collected revenues. The requirements of this Article are included in the criteria for reimbursement by UT.
  - b. UT may, at any time, require the Subrecipient to provide additional evidence and documentation to reasonably demonstrate allowability of costs and compliance with other Subaward Agreement requirements. Continuing compliance with requests for additional evidence and documentation is a criterion for reimbursement. UT may deny reimbursement where the evidence is insufficient in the reasonable judgement of UT.
  - c. Reimbursement is contingent upon the Subrecipient's satisfactory compliance with this Subaward Agreement. Failure to comply, in particular with those requirements concerning progress and financial reporting and documentation, shall be grounds for UT to: determine the corresponding cost is not allowable; withhold approval of the corresponding part of a Financial Status Report; and/or reject the corresponding part of an invoice until such time that the Subrecipient becomes compliant. UT may also elect not to reimburse if the Subrecipient does not fully comply with Article 11.2 regarding acknowledgement of financial support in publications. Subrecipient will be notified of this failure and given sixty (60) days to make such correction. Once correction is made, UT will reimburse Subrecipient. Failure to comply is also grounds for UT's termination of the Subaward, and for all other remedies as are allowed by law.
  - d. UT reserves the right, at its sole discretion, to pay an invoice without prior review or approval of the FSR. All cost reimbursement payments, whether under this provision or otherwise, are made conditionally, subject to a subsequent review and approval of the FSR and also subject to any additional review or audit.

- e. UT reserves the right to review and revoke a prior approval of a cost and the payment of that cost where the Subrecipient fails to demonstrate, subsequent to approval, the allowability of the cost or compliance with other Subaward Agreement requirements.
  - f. All reimbursement payments are made conditioned on Subrecipient's subsequent continuing demonstration that costs are allowable and the Subrecipient is otherwise complying with the Subaward Agreement. IF UT determines at any time subsequent to a payment that the costs are not allowable or that the Subrecipient is not compliant, UT may issue a notice to the Subrecipient requiring a refund of the unallowable part of the payment (overpayment) within thirty (30) days.
  - g. By stating the Subaward budget amounts, UT does not 1) guarantee payment of maximum budget amounts, nor 2) waive the requirements for reimbursement which must subsequently and continually be satisfied by the Subrecipient. The amount of costs for which reimbursement may be requested is the Actual Allowable Costs.
12. Cost Share. Subrecipient shall be responsible for the cost share commitment prescribed by this Subaward, as detailed in Attachment 6, if applicable.
  13. Independent Contractor. Subrecipient shall perform its research under this Subaward as an independent contractor, and the Subrecipient shall not be considered or act as an agent or employee of UT. Subrecipient shall be responsible for all acts and omissions of its employees and agents and for their compensation, coverage, claims, and taxes.
  14. Subcontracts. The Subrecipient shall not execute a lower-tier subcontract or Subaward under this Subaward Agreement executed hereunder. All subawards will be directly agreed upon with UT.
  15. Audit. Subrecipient agrees to comply with federal requirements or Generally Accepted Accounting Principles. Subrecipient agrees, upon UT's request, to submit a completed Subrecipient Monitoring Form (SRMF) for each fiscal year that the Subaward Agreement remains active. As applicable, Subrecipient also agrees to submit a copy of its annual audit and any independent auditors' reports that present instances of non-compliance with applicable laws and regulations that bear directly on the performance or administration of this Subaward Agreement. In cases of such non-compliance, Subrecipient will send copies of reports, responses to auditors' reports, and a plan for corrective action to UT's AQRP Administrative Contact, as shown in Attachment 3A.
  16. Press Release. Neither party shall make reference to the other in a press release or any other written statement in connection with the research performed under this Subaward, intended for use in public media, except as required by the Texas Public Information Act or other law or regulation, in which case UT shall be notified.
  17. Publication. Subrecipient must submit project publication information to the AQRP Project Manager and the TCEQ Project Liaison for review, at least fifteen (15) days prior to planned release, and comment prior to using results from the projects for publication, press release, web posting, public presentation, or other forms of distribution in a manner consistent with points below. If Subrecipient or any of its employees, agents, or contractors releases or gives an opinion or a statement concerning the Subaward Agreement or any Subaward Agreements issued hereunder, Subrecipient will not attribute its opinion/statement to UT, TCEQ, or the State of Texas. Subrecipient agrees not to use the TCEQ logo or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate authority.
    - a. Right to Acknowledge: Subrecipient shall have the right to acknowledge UT's support of the research under this Subaward in scientific or academic publications and other scientific or academic communication, without UT's prior approval. In any such statements made by either party, the parties shall describe the scope and nature of their participation accurately and appropriately.

Additionally, Subrecipient agrees to follow the publication procedures outlined in section 13. Publication, including using the following funding acknowledgement on the front cover or title page:

*The preparation of this [report] was funded by a grant from the Texas Air Quality Research Program (AQRP) at The University of Texas at Austin through the Texas*

*Emission Reduction Program (TERP) and the Texas Commission on Environmental Quality (TCEQ). The findings, opinions and conclusions are the work of the author(s) and do not necessarily represent findings, opinions, or conclusions of the AQRP or the TCEQ.*

Subrecipient acknowledges that these procedures apply to any public release of research information to include presentations, submissions to journals, and other publications.

- b. Publication in a Peer Reviewed Journal:
    - i. Concurrent with its submission to a journal for review, the Subrecipient shall submit a complete copy of the intended publication materials, along with information about the publisher and the anticipated publication date, to the AQRP Project Manager and the TCEQ Project Liaison for review.
    - ii. These materials will be sent to the TCEQ Project Director for review and possible comment.
    - iii. Fifteen (15) days after initial submission, the Subrecipient shall receive written notice from the TCEQ Project Director through the AQRP Project Manager of any comments regarding the submission.
    - iv. No less than fifteen (15) days prior to final submission to the journal for publication, the Subrecipient shall submit a final revised and reviewed copy of the intended publication materials to the AQRP Project Manager and the TCEQ Project Liaison.
  - c. Symposia, Presentation, Press Releases, Websites, and/or other Publications:
    - i. Twenty (20) days prior to submission for publication or presentation, Subrecipient shall forward a copy of the intended publication and/or presentation materials to the AQRP Project Manager and the TCEQ Project Director for review and approval.
    - ii. In submitting the materials for review, the Subrecipient must submit a complete copy of the publication, including information about the publisher and the anticipated publication date and/ or the anticipated presentation date and the location of the presentation, symposium and/ or website.
    - iii. These materials will be sent to the TCEQ Project Director for review and comment.
    - iv. Fifteen (15) days after prepublication/ presentation materials are received by UT and TCEQ Subrecipient shall receive from the TCEQ Project Director, through the AQRP Project Manager, any comments regarding the submission.
  - d. Press Release. Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Subaward Agreement, intended for use in the public media, except as required by the Texas Public Information Act or other law or regulation, in which case UT shall be notified.
18. Intellectual Property. Generally, patent, copyrights and data rights shall be in accordance with applicable United States Code. Title to all inventions or discoveries made solely by Subrecipient shall reside in Subrecipient. Title to all inventions and discoveries made jointly by Subrecipient and UT shall reside in Subrecipient and UT. Title to all inventions or discoveries made solely by UT shall reside in UT. Subrecipient shall grant to UT an irrevocable, royalty-free, non-transferable, non-exclusive right and license to make and use any invention or discovery (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward for UT's non-commercial, internal research and academic purposes and for the purpose of meeting UT's obligations to the Prime Awarding Entity.
19. Background and Third Party IP. UT and Subrecipient understand and agree that the performance of the research herein may require use of information and/or materials that may be protected by patents or other proprietary rights owned by or licensed to either Party or a Third Party ("Background IP"). Nothing in this Subaward will be deemed or construed to convey or transfer to either Party any rights or license with respect to the Background IP of the other Party or a Third Party except insofar as contemplated by this Agreement. Unless disclosed below or otherwise disclosed in writing to UT's Authorized Official, Subrecipient represents to UT that it will not use or provide any Background IP for use in the research, nor will any intellectual property be used which is owned by or licensed by a

Third Party. The parties shall disclose below applicable identifying information for any Background or Third Party IP to allow for assertion and grant of rights provided under the Subaward.

<b>Disclosing Party</b>	<b>Background IP Disclosure</b>
UT	
Subrecipient	
Third Party	

20. Separable Agreements. Non-Disclosure Agreement for Confidential Information:

- a. Confidential information to be disclosed:
  - None. The parties shall not disclose confidential or proprietary information under this Subaward; however, in no case shall either party do so without executing a separable Non-Disclosure Agreement in advance of the transfer and before its incorporation into this Subaward Agreement through written amendment to this agreement.
  - A separable Non-Disclosure Agreement UTA: \_\_\_\_\_ as of (MM/DD/YYYY) has been executed between the parties. Its terms and conditions shall govern as it relates to the disclosure of confidential or proprietary information under this Subaward Agreement.
- b. Master Transfer Agreement:
  - None. The parties do not anticipate exchanging tangible research materials as it relates to this Subaward Agreement; however, in no case shall either party do so without executing a separable Material Transfer Agreement in advance of the transfer and, before its incorporation into this Subaward Agreement through written amendment to this agreement.\_
  - A separable Materials Transfer Agreement UTA: \_\_\_\_\_ as of (MM/DD/YYYY) has been executed between the parties. Its terms and conditions shall govern as it relates to the disclosure of confidential or proprietary information under this Subaward Agreement.

21. Limitation of Liability/Indemnity. To the extent allowed by law, each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, students, agents, subcontractors, or directors.

22. Insurance. Subrecipient represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws, as well as its obligations under this Subaward.

23. Noncompliance. If Subrecipient fails to comply with, including but not limited to, any term of this Subaward, its obligations therein, or applicable regulation, rule, or law, UT may seek any lawful remedy, provided first that UT has notified the Subrecipient of such in writing and provided fifteen (15) days for Subrecipient to cure the noncompliance. UT may enforce and seek remedies in cases of Subrecipient's nonconformance, including but not limited to the following.

- a. Failure to obtain prior approval as necessary;
- b. Failure to make progress;
- c. Insufficient progress or completion of the Work Plan or deviation from the Work Plan;
- d. Insufficient detail provided in a required technical report, financial status report, or invoice;
- e. Failure to submit invoices by the deadlines specified in this Subaward Agreement;
- f. Falsifying any information certified and assured under this Subaward Agreement;
- g. Failure to provide documents required by this Subaward Agreement, including its attachments and exhibits;
- h. Failure to direct correspondence to the appropriate point of contact(s);
- i. Failure to acknowledge AQRP and TCEQ support of the Research Project;
- j. Inability to demonstrate the allowability of a cost;
- k. Failure to comply with any term of this Subaward Agreement or a Subaward Agreement executed hereunder; and,
- l. Failure to submit a Subrecipient Monitoring Form.

24. Remedies: If Subrecipient materially fails to comply as above, UT may, in addition to imposing special conditions, take one or more of the following actions, as appropriate in the circumstances, provided first that UT has notified the Subrecipient of such in writing and provided fifteen (15) days for

Subrecipient to cure the noncompliance.

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient;
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- c. Revoke a prior approval of a cost and its payment and require Subrecipient to refund the unallowable part of the payment (overpayment) in whole or in part within thirty (30) days or offset future reimbursements owed to Subrecipient;
- d. Withhold reimbursement if invoice is late;
- e. Wholly or partly suspend or terminate the current Subaward Agreement; or, Take other remedies that may be legally available

25. Termination.

- a. Termination for Availability of Funds. Research Projects funded under this Subaward Agreement are subject to the availability of funds from the Texas Legislature. In the event the appropriation of funds for this Subaward Agreement is insufficient or funding is withdrawn from the Prime Award or from TCEQ, UT may terminate the Subaward Agreement without obligation for payment. Subrecipient's effective termination date shall not exceed that of UT's Prime Award.
- b. Termination for Convenience. Either party may terminate this Subaward without cause by providing thirty (30) days prior written notice to the other party. In the event of a termination of the Prime Award, UT may terminate this Subaward immediately. Upon receipt of a termination notice, Subrecipient will make no further commitments under this Subaward, and will take all reasonable actions to cancel outstanding obligations relating to this Subaward.
- c. Termination for Cause. UT may terminate this Subaward, in whole or in part, if Subrecipient materially fails to comply with its terms and conditions and has not cured such failures as outlined in the Noncompliance section. In such instances, UT shall provide written notice to Subrecipient. If the Subrecipient is not performing the Research Activities as defined by the Work Plan, UT may request termination of the project, which must be reviewed by the Project Review Panel. The decision of the Project Review Panel is considered final.
- d. Termination due to Changes in Work Plan. Any change in Subrecipient's Work Plan affecting a change in the Research Project as a whole could result in termination under this article. Some Research Projects will have Subawards to multiple entities in order to complete the goals of the Research Project as a whole. In the event one of the entities terminates their agreement for convenience, or has their agreement terminated by UT for cause, UT may terminate this Subaward Agreement issued hereunder, if it is determined that the purposes of the Research Project as a whole cannot be met.
- e. Effects of Termination. Subrecipient shall repay UT, on demand, the amount of any such disallowed items or, at the discretion of UT, UT may deduct such amounts from subsequent payments to be made to the Subrecipient hereunder, without prejudice, however, subject to Subrecipient's right thereafter to establish the allowability of any such item of cost under the Subaward. Costs of Subrecipient resulting from obligations incurred during a suspension or after termination of this award are not allowable unless UT expressly authorizes them. Subject to other terms of this Subaward, Subrecipient costs incurred during suspension or termination are allowable if necessary, not reasonably avoidable, and result from obligations properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable. Termination of this Subaward shall not affect the rights and obligations of the parties accrued prior to termination hereof. Upon termination, all closeout documentation, including required technical reports or deliverables, are due as instructed in the notice of termination by UT. Upon termination of this Subaward, if requested by UT, all copies of data and information developed under this Subaward shall be furnished at no charge to UT.
- f. Other Remedies. Termination for convenience or cause, either as it relates to this Subaward Agreement, does not prejudice UT's other remedies authorized by this Subaward Agreement or by law.
- g. Effective Date of Termination. The effective date for termination of a Subaward Agreement shall, in no instance, exceed that of UT's Prime Award (Attachment 11).

- h. Relationship to Debarment and Suspension. The remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to debarment and suspension under Executive Orders 12549 and 12689 and, if applicable, appropriate Federal agency implementing regulations.
26. Terms and Condition of the Prime Award. Applicable terms and conditions from the Prime Award are incorporated and made binding upon Subrecipient and are listed in full text or by reference in Attachment 11.
27. Changes. There shall be no changes to this Subaward Agreement without the execution of an amendment of Authorized Officials. UT may, from time to time, request changes in the scope of the services of the Subrecipient to be performed hereunder. Such changes shall be incorporated by a written, mutually agreed upon amendment. Changes reflected in Special Terms and Conditions shall supersede the equivalent term in this Attachment.
28. Audit. Subrecipient agrees to comply with applicable accounting standards described in 2 CFR Part 200, FAR Part 31, International Finance Reporting Standards (IFRS), Generally Accepted Accounting Principles, and the Prime Award, as appropriate. Subrecipient agrees to submit a completed UT Subrecipient Audit Certification (SAC) form or make available applicable audit information for each fiscal year that the Subaward remains active. Subrecipient also agrees to make available a copy of its annual audit and any independent auditors' report that presents instances of noncompliance with applicable laws and regulations that bear directly on the performance or administration of this Subaward. In cases of noncompliance, Subrecipient will make available copies of reports, responses of auditors' reports, and a plan for corrective action to UT's Authorized Official listed in Attachment 3A, Contacts.
29. Disputes. The parties shall agree to make good-faith efforts to settle any dispute or claim that arises under this Subaward through discussion and negotiation for a period of thirty (30) days. If the parties fail to achieve resolution, the parties shall consider the use of alternate dispute resolution (ADR). Neither the execution of this Subaward by UT, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this Subaward constitutes or is intended to constitute a waiver of UT's immunity from suit or that of the State of Texas. Pending the resolution of any dispute, Subrecipient shall carry on with the project activities and proceed as directed, in writing, by UT. However, Subrecipient is under no obligation to continue the research, limited to the affected project activities or the portion of research that is the subject of dispute, if the research would further exacerbate the dispute.
30. Assignment. Neither party may assign this Subaward or any interest therein without the written consent of the other party.
31. Severability. If any provision of this Subaward is held to be invalid, illegal, or unenforceable, the remainder of this Subaward shall be construed to the intent of the parties.
32. Entire Agreement. This Subaward constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein.
33. Changes/Prior Approval. This Subaward supersedes any prior agreement, offer, or proposal between the parties. There shall be no changes to this Subaward without the execution of an amendment signed by Authorized Officials of both parties. Subrecipient shall obtain prior approval from UT in the instances where items are marked below or if required by the terms of the Prime Award. Prior approval requests should be made to UT's Administrative Contact, as shown in Attachment 3A. Prior approvals include, but may not be limited to, the following:
- Absence, change, or substantial reduction of commitment of Subrecipient's PI.
  - Change in scope.
  - Re-budgeting amongst budget categories > 10% of the cumulative funded budget. Required use of the Budget Revision Review Form (BRRF) is required for all re-budgeting, even those less than 10% (Attachment 10).
  - No-cost extensions.
  - Addition of lower-tier Subaward(s) (except as otherwise provided for in this Subaward).
  - Equipment purchases greater than \$5,000 (except as otherwise provided for in this Subaward). Tangible property or equipment with value greater than \$5,000 is listed below:

[Click or tap here to enter text.](#)

The Subrecipient must submit a written request to the AQRP Project Manager for written authorization prior to purchasing equipment with Research Project funds more than \$25,000.00.

Publicity (except as otherwise provided for in this Subaward).

Travel:  Foreign only  Any (except as otherwise provided for in this Subaward).

34. FFATA. If applicable, this Subaward is subject to the Federal Funding Accountability and Transparency Act (FFATA) and executive compensation reporting requirement of 2 CFR Part 170.
35. Disposition of Property. Subject to the provisions of this Article, if no longer needed for the support of the authorized Subaward Agreement, equipment acquired under any Subaward Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by UT or the TCEQ, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment was originally acquired.

Items with a current per unit fair market value of less than Five Thousand Dollars (\$5,000.00) may be retained, sold, or otherwise disposed of with no further obligation to UT. Methods used to determine per unit fair market value must be documented, kept on file, and made available to UT upon request.

Items of equipment with a current per unit market value of Five Thousand Dollars (\$5,000.00) or more may be retained or sold and UT shall have a right to an amount calculated by multiplying the current market value or proceeds from the sale by the percentage of AQRP funds used in the acquisition of the equipment. Methods used to determine per unit fair market value must be documented, kept on file, and made available to UT upon request.

If, prior to the termination date of this Subaward Agreement, the Subrecipient or its subcontractors determine that any equipment acquired with funds provided via a Subaward Agreement under this Subaward Agreement is no longer needed for support of the programs or projects authorized under this Subaward Agreement, UT has a right to require the transfer of any equipment having a fair market per unit value of more than Five Thousand Dollars (\$5,000.00) to UT or a third party named by UT.

The Subrecipient agrees that if a determination is made within three (3) years of the end date of this Subaward Agreement that any equipment acquired with funds provided as a result of this Subaward Agreement is no longer needed for support of the programs or projects referred to in any Subaward Agreement, UT has a right to require the transfer of any equipment having a fair market per unit value of more than Five Thousand Dollars (\$5,000.00) to UT or a third party named by UT.

### Special Terms and Conditions

1. Automatic Carry Forward:  Yes  No

If No, carry forward requires prior approval. Requests should be made to UT's Administrative Contact, as shown in Attachment 3A.

2. Certification Regarding Attempts to Influence Foreign Officials: Subrecipient certifies it will comply with the general principles of the Foreign Corrupt Practices Act (FCPA) as codified at U.S. Code Title 15 Chapter 2B or the Organization for Economic Cooperation and Development (OECD) in its Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Therein, Subrecipient certifies it will act in a lawful manner in interactions with foreign officials as it relates to obtaining or retaining business either directly or indirectly from the foreign officials, including through the activities of any lower-tier Subrecipient of the Subrecipient. Subrecipient shall ensure this requirement is included in any relevant other lower-tier agreement Subrecipient enters into in relation to this Subaward Agreement.

For the purposes of this agreement, Subrecipient's lawful activities shall generally be construed so as not to include any attempt to:

- A. Influence any act or decision of a foreign official in his official capacity, (ii) induce such foreign official to do or omit to do any act in violation of the lawful duty of such official, or (iii) secure any improper advantage; or,
  - B. Induce such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such issuer in obtaining or retaining business for or with, or directing business to, any person.
3. Debt to the State. Subrecipient certifies it is not indebted to the State nor has it an outstanding tax delinquency. The Subrecipient further understands that the Texas Comptroller is precluded by law from paying a person who is indebted to the state or has a tax delinquency. The Subrecipient must comply with all State and Federal tax laws and fee requirements and is solely responsible for filing all State and Federal tax and fee forms.
4. Lobbying Activities. Subrecipient certifies, upon execution of this Subaward Agreement and upon close-out, that it is in compliance with the requirements of Section 1352, Title 31, U.S. Code, which limits the use of appropriated funds to influence certain Federal contracting and financial transactions.
5. Certification of Debarment/Suspension Status. Subrecipient certifies with its execution of this Subaward Agreement that it complies with 2 CFR Part 180 as applicable and that neither it nor its principals are presently debarred, suspended, declared ineligible, proposed for debarment, suspension, or ineligible status, or voluntarily excluded from participation in this transaction by any federal department or agency.

Subrecipient shall provide immediate notice to UT in the event it or any of its principals receives notice of a proposed debarment, suspension or ineligibility declaration by any federal department or agency or voluntary exclusion, post-execution of this Subaward Agreement.

Subrecipient agrees to pass the requirement to comply with this subpart to each person with whom the Subrecipient enters into a covered lower-tier transaction.
6. OSHA. Subrecipient must comply with all regulations of the United States Occupational Safety and Health Administration (OSHA).
7. Material Reliance. UT materially relies on Subrecipient to perform WORK PLAN in conformity with the Subaward Agreement without the superintendence or direction of UT. UT may observe or inspect the WORK PLAN and upon discovery of a non-conformity pursue remedies as appropriate.
8. No Third-Party Beneficiary. UT does not assume any duty to exercise any of its rights and powers under this Subaward Agreement for the benefit of third parties.
9. Safety and Protection. Where applicable, the Subrecipient shall be responsible for requiring employees, contractors, and subcontractors to maintain and supervise all necessary safety precautions and programs in connection with the Subaward Agreement. The Subrecipient shall take all necessary safety precautions.
10. Public Safety. The Subrecipient shall be responsible for the safety and protection of the public during the use by Subrecipient or third parties of any technology developed with funds provided under this Subaward Agreement.
11. Miscellaneous.
  - a. Sovereign Immunity: The parties hereby agree that this Subaward Agreement does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages.
  - b. Waiver: With the exception of an express, written document signed with authority by UT, no act or omission will constitute a waiver or a release of Subrecipient's obligation to perform conforming Research Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
  - c. Permits and Licenses: Subrecipient is relied to perform all Research Projects in conformity with all applicable laws, regulations, and rules, and obtain all necessary permits and licenses.
  - d. Use of Certified Labs: If any laboratory produces data under any Subaward Agreements issued under this Subaward Agreement and the preparation of such data commences on or after July 1, 2008, the laboratory must be accredited by TCEQ according to Title 30 Texas Administrative Code (TAC) Chapter 25 (relating to Environmental Testing Laboratory Accreditation and Certification) Subchapters A and B as amended, for the matrices, methods, and parameters of analysis, unless the AQRP agrees in writing to allow one of the regulatory

exceptions specified in 30 TAC 25.6.

- e. Survival of Obligations: All representations, indemnifications, warranties and guarantees made in required by or given in accordance with the Subaward Agreement, as well as all continuing obligations indicated in the Subaward Agreement, will survive for twenty-four (24) months beyond the termination or completion of the Research Project.
- f. Communications:
  - i. Direction of Communications: The parties shall direct communications to the applicable contractual, technical, financial, and Authorized Officials as specified in Attachment 3A and the Key Personnel listed in this Subaward Agreement's Terms and Conditions (6. Key Personnel). Under no circumstance shall Subrecipient address correspondence singly to the attention of any TCEQ employee or official in relation to this Subaward Agreement or a Subaward Agreement issued hereunder. UT's appropriate point of contact shall always be included in the forward of any such correspondence, as privity of contract shall always be construed as between UT and Subrecipient.
  - ii. TCEQ Correspondence: The TCEQ Project Liaison, as named in each Subaward Agreement, shall be included or copied in any official correspondence to and from the AQRP Project Manager and the Subrecipient concerning the technical aspects of the Research Activity, including, but not limited to, conference calls, meetings, emails, hard or soft copy reports, or virtual meetings.
  - iii. Bankruptcy Notice: Subrecipient is required to provide written notice to UT of Subrecipient's filing of a petition for bankruptcy protection. Notice must be provided to the Financial Contact within twenty-four (24) hours. Subrecipient's notice must include the Subaward Agreement number and any Subaward Agreement(s) issued hereunder.
  - iv. Notice of Change: Subrecipient agrees that all information provided to UT, including any approved invoice or FSR remains correct and acknowledges that in entering this Subaward Agreement, UT has materially relied upon all the information (including certifications) provided by Subrecipient, regardless of whether the information is incorporated into this Subaward Agreement. Subrecipient agrees to give prompt written notice to UT if there is any material change in the information.
- g. Accessibility: Authority State agencies and institutions of higher education are required to comply with Texas EIR Accessibility statutes and rules to provide accessibility. TGC 2054.451, enacted in 2005, requires that all state agencies and institutions of higher education, provide state employees and members of the public access to and use of electronic information resources. 1 TAC 206, aligns state web accessibility standards with the federal regulations set forth in Section 508 of the Rehabilitation Act of 1973. 1 TAC 213 enacted state standards for procurement, development, or usage of EIR for people with disabilities and also aligns accessibility standards with the federal regulations set forth in Section 508.

12. Financial Controls. In addition to the General Terms & Conditions, the Subrecipient agrees to the following accounting and financial practice requirements.

- a. Institutions of Higher Education: Subrecipient agrees to comply with the requirements of the Uniform Guidance 2 CFR Part 200.
- b. Unallowable Costs. Unallowable costs include but are not limited to the items listed below. Any question regarding the allowability of a specific item of cost should be directed to the Financial Contact (Attachment 3A)
  - i. Any invoices received after the due date;
  - ii. Non-conformance to applicable financial standard, as specified in Section 1, Financial Controls;
  - iii. Tips and Gratuities;
  - iv. Alcoholic beverages;
  - v. State of Texas Sales Taxes (except on itemized meals for travel reimbursement);
  - vi. State of Texas Hotel Occupancy Taxes;
  - vii. Unallowable costs as specified by the Prime Award, incorporated by reference in Attachment 11; and,

viii. Costs incurred outside of the period of performance listed in this Subaward Agreement.

**(Insert UT Attachments 3A & 3B)**

## Attachment 4 Subaward Prime Award Terms

For the purposes of accurately reflecting the relationship between UT and Subrecipient, it is understood that the following substitution of nomenclature shall apply to the following Prime Award terms incorporated into this Subaward.

It is intended that the referenced clauses shall apply to Subrecipient in such a manner as is necessary to reflect the position of Subrecipient to UT; to ensure Subrecipient meets its obligations to UT, its Prime Awarding Entity, and the United States Government (as applicable); and, to enable UT to meet its obligations under its Prime Award.

1. **AQRP Advisory Council** – The Advisory Council is the decision-making body that determines which individual Texas Air Quality Research Program projects will be funded.
2. **AQRP Director** – The AQRP Director is UT’s Principal Investigator of the Texas Air Quality Research Program. The AQRP Director is responsible for the administration and management of the overall program, funded by the TCEQ.
3. **Financial Contact** – The Financial Contact is a UT employee who will assist the AQRP Director and the AQRP Project Managers with grant and Subaward administration, as well as budget management. This position is the liaison between the AQRP and UT administration oversees the payment of invoices from Subawardees.
4. **AQRP Independent Technical Advisory Committee** – The Independent Technical Advisory Committee (ITAC) is a body composed of individuals with scientific expertise relevant to air quality issues in the State of Texas. The purpose of the committee is to recommend technical approaches, priorities, and to review, comment, and advise on all Research Projects to ensure that the Research Projects facilitate air quality improvement in Texas.
5. **AQRP Manager** – The AQRP Manager is a UT employee who will assist the AQRP Director with the overall administration and management of the AQRP.
6. **AQRP Project Manager** – Each Research Project will be assigned to a University of Texas at Austin Center for Energy and Environmental Resources (“CEER”) research team member who will act as a Project Manager. The AQRP Project Manager, along with the TCEQ Project Liaison, will review, comment, and accept the Research Project Work Plan and all Research Project reports. The Project Manager will work with the Research Project Investigators to ensure that the Research Project meets the requirements of the Work Plan.
7. **Project Review Panel** – The Project Review Panel shall resolve disputes relating to Research Projects. IT is composed of the TCEQ Project Director or designee, one of the TCEQ-appointed ITAC members, and the AQRP Director.
8. **Quality Assurance Project Plan (QAPP)** – The QAPP serves to document the objectives (minimum specification) for product quality and processes (including but not limited to: monitoring capability and data acquisition, processing, validation, reporting, and interpretation) that will be used for the achievement of those objectives. The QAPP is a component of the Work Plan.
9. **Research Activities** – The terms mean the activities/tasks described in a Work Plan and all other performance required of the Subawardee by the Master Subaward and Task Order as related to a Research Project.
10. **Research Project** – A Research Project is the entire proposal originally submitted in response to an Air Quality Research Program (AQRP) Request for Proposals (RFP) and selected for funding by the AQRP Council. A Research Project may be performed by one entity or multiple entities.
11. **Subrecipient** – A Subrecipient is an entity who contracts with The University of Texas at Austin to perform all or a portion of a Research Project under the Air Quality Research Program.
12. **Subrecipient Principal Investigator** – The individual designated by the Subawardee to be responsible for coordinating and leading the efforts for each Work Plan and ensuring all requirements and obligations of the Master Subaward and Task Order are fulfilled.
13. **Subaward Agreement** – A Subaward Agreement contains the Work Plan to be performed by the Subawardee under a particular Research Project. An entity may be issued multiple Subaward Agreements if it is performing Research Activities under multiple Research Projects.
14. **TCEQ Project Director** – The TCEQ Project Director is a TCEQ employee responsible for ensuring the Air Quality Research Program activities are performed according to the requirements of the Prime Award and the Texas Legislature.
15. **TCEQ Project Liaison** – Each Research Project will be assigned to a TCEQ employee who will act as the Project Liaison and is responsible for ensuring the parties are performing the objectives in accordance with the Prime Award and Master Subaward.
16. **Work Plan** – The Work Plan shall serve as the document that encompasses the scope of work, budget and budget justification, and QAPP and is a detailed plan for the performance of the work associated with the Research Activities. The Work Plan shall include tasks, deliverables, detailed budget and its justification, and QAPP.

**Attachment 5  
Subaward  
Subrecipient Work Plan**

**Work Plan (Approved Scope of Work (SOW), Budget, Budget Justification, and Quality Assurance Project Plan (QAPP))**

Below or  Attached

## Attachment 6 Subaward Reporting Requirements

Subrecipient agrees to submit the following reports (UT contacts are identified in Attachment 3A):

### Technical Reports:

<input checked="" type="checkbox"/>	Monthly Technical Reports (MTR), Attachment 9, will be submitted to the AQRP Project Manager no later than 10 calendar days after the end of the month. Exact MTR Due Dates will be updated at <a href="http://aqrp.ceer.utexas.edu/">http://aqrp.ceer.utexas.edu/</a> .
<input checked="" type="checkbox"/>	Quarterly technical/progress reports will be submitted to UT's <u>Financial Contact</u> no later than the last day of each project quarter. Exact Report Due Dates will be updated at <a href="http://aqrp.ceer.utexas.edu/">http://aqrp.ceer.utexas.edu/</a> .
<input checked="" type="checkbox"/>	Draft Final reports will be submitted to the project's Project Manager and the TCEQ Liaison no later than the 1 <sup>st</sup> day of the final month of the project's Period of Performance. Exact Report Due Dates will be updated at <a href="http://aqrp.ceer.utexas.edu/">http://aqrp.ceer.utexas.edu/</a> .
<input checked="" type="checkbox"/>	Final reports will be submitted to the project's Project Manager and the TCEQ Liaison no later than the last day of the final month of the project's Period of Performance. Exact Report Due Dates will be updated at <a href="http://aqrp.ceer.utexas.edu/">http://aqrp.ceer.utexas.edu/</a> .

### Invoices:

<input checked="" type="checkbox"/>	Monthly Financial Status Report (FSR) invoices will be submitted to UT's <u>Financial Contact</u> no later than 15 calendar days after the end of the month. A FSR is required even if no expenses were incurred during a reporting period.
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### Close-Out:

<input checked="" type="checkbox"/>	Project data including but not limited to QA/QC measurement data, databases, modeling inputs and outputs, etc., will be submitted to the AQRP Project Manager within 30 days of project completion. The data will be submitted in a format that will allow AQRP or TCEQ or other outside parties to utilize the information.
<input checked="" type="checkbox"/>	A Final invoice will be submitted to UT's <u>Financial Contact</u> no later than 15 calendar days after the Period of Performance end date, marked "FINAL".
<input checked="" type="checkbox"/>	The attached Close-Out Form (see following page) will be submitted <u>as specified on the form</u> with a copy to UT's <u>Financial Contact</u> no later than 15 calendar days after the Period of Performance end date. Other documentation shall accompany the form as applicable.
<input checked="" type="checkbox"/>	Lobbying Certification Form (to be provided at end of Subaward Agreement Period of Performance)

### Other Reports (as applicable):

<input type="checkbox"/>	In accordance with 37 CFR 401.14, Subrecipient agrees to notify the Prime Awarding Entity via UT's <u>Financial Contact</u> no later than 60 calendar days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. Subrecipient will submit a final invention report using Prime Awarding Entity's specific forms to UT's <u>Financial Contact</u> no later than 60 calendar days after of the Period of Performance end date to be included as part of UT's final invention report to the Prime Awarding Entity. A negative report is necessary only if required by the Prime Awarding Entity.
<input type="checkbox"/>	A Property Inventory Report

**Attachment 6  
Subaward  
Reporting Requirements (continued)**

<b>Reporting Requirements</b>	<b>Frequency and Due Dates</b>	<b>Special Instructions</b>	<b>Distribution List/Addresses</b>
<b>Preliminary Documents</b>			
Work Plan Statement of Work Quality Assurance Project Plan Budget Budget Justification	A	E, W	AQRP Project Manager TCEQ Project Liaison
<b>Technical Reporting</b>			
Monthly Technical Report	MT	E, W	AQRP Project Manager TCEQ Project Liaison
Quarterly Report	Upon Request	TBD	AQRP Project Manager TCEQ Project Liaison
Draft Final Report	DF	E, W	AQRP Project Manager TCEQ Project Liaison
Final Report	F	E, W	AQRP Project Manager TCEQ Project Liaison
<b>Financial Reporting</b>			
Financial Status Report Reimbursement Invoice Supplemental Forms	MF MF	E, P E, W, P*	Financial Contact
<b>Close-Out Reporting</b>			
Final Reimbursement Invoice	FCO	E, P	Financial Contact
Subrecipient Close-Out Form	FCO	E, P	Financial Contact
Lobbying Certification	FCO	E, P	Financial Contact
Project Data	FCO	TBD	Financial Contact

Frequency Codes and Due Dates:

A: Within ten (10) business days of notification of Intent to Award  
MT: Monthly, by the 10<sup>th</sup> day of the following month  
MF: Monthly, by the 15<sup>th</sup> day of the following month  
DF: no later than the 1<sup>st</sup> day of the final month of the project's Period of Performance  
F: On Subaward Agreement end date  
FCO: Fifteen (15) calendar days after the Subaward Agreement end date

Special Instructions:

E: Report should be submitted electronically  
W: Report should be in Microsoft Word format (Microsoft Excel is acceptable, as appropriate)  
P: Report should be submitted as a PDF  
TBD: To be determined  
\*: Receipts and other backup associated with the FSR Supplemental Forms should be submitted as a PDF

**Attachment 7  
Subaward  
Subrecipient Close-Out Form**

**Cost Sharing**

Yes    No

Cost Share Amount this action in USD: \$

Cost Share estimated total in USD: \$

**Budget Information**

Below or  Attached

Subrecipient Close-Out Form

THE UNIVERSITY OF TEXAS AT AUSTIN

Subaward No.:

Prime Award No.:

Name of Subrecipient:

Please complete ALL of the following sections and return to:

Financial Contact  
RoseAnna Goewey  
Email to: r.goewey@ceer.utexas.edu

**SECTION I. FINANCIAL INFORMATION**

Total amount received under this Subaward to date \$\_\_\_\_\_.

**Are there any outstanding invoices, which UT has not reimbursed yet?**

Yes\*. Please place an X by those that apply.

\_\_\_\_ Please see the attached copies of invoices previously submitted and totaling \$ \_\_\_\_\_, but which have not yet been reimbursed; *AND/OR*,

\_\_\_\_ Invoices totaling \$ \_\_\_\_\_ have not yet been submitted to UT yet; or,

No. By selecting "No," you are confirming UT has paid you/your institution for all invoices submitted for expenses and/or claims against this Subaward. Any invoices submitted after this box is checked and this form is signed and returned to UT, will not be honored.

*\* Invoices returned with this form are used for informational purposes; original invoices must be submitted to the UT Financial Contact in Attachment 3A of the Subaward. Reimbursement or payment of expenses is in all cases subject to the terms of the Subaward, including submission of an invoice marked "Final."*

**SECTION II. PATENTS**

**Are there any inventions to be reported which resulted from research performed under this Subaward?**

No.  Yes. Please complete the following (attach additional pages as necessary):

Name of Inventor: \_\_\_\_\_

Name / Description of Invention(s): \_\_\_\_\_

**\*\* A COMPLETE INVENTION DISCLOSURE MUST ACCOMPANY THIS DOCUMENT FOR ANY INVENTIONS NOT PREVIOUSLY DISCLOSED TO UT, WHICH RESULTED FROM RESEARCH PERFORMED UNDER THIS SUBAWARD. INVENTION REPORTING SHALL BE IN THE SAME FORM AS REQUIRED BY THE PRIME AWARD.**

**SECTION III. FEDERAL GOVERNMENT/ PRIME AWARDED ENTITY PROVIDED OR FUNDED EQUIPMENT ACQUISITION**

**Was any equipment provided by the Federal Government/ Prime Awarding Entity, or was any equipment purchased with Federal or Prime Awarding Entity funds provided under this Subaward?**

No.  Yes, where all equipment either provided, or purchased with funds, under this Subaward has been delivered to the U.S. Government or Prime Awarding Entity through UT or is it awaiting disposition instructions. (Please reference FAR 52.245-1 or other terms and conditions of the Subaward.)

Authorized Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Attachment 8 Subaward Financial Status Report (FSR) Template\*

\*Template in Microsoft Excel format will be available for download for awardees

### AIR QUALITY RESEARCH PROGRAM (AQRP) FINANCIAL STATUS REPORT Task Order Reimbursement Invoice

1 SUBMITTED TO: RoseAnna Goewey Program Manager Project Manager		Invoice #:			
2 TASK ORDER PROJECT TITLE:					
3 TASK ORDER NUMBER: UTA 22-#####-RP22-0## TO#			4. REMIT PAYMENT TO ADDRESS (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
5 RESEARCH PROJECT NUMBER: 20-0##					
6 FINAL REPORT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
7 ACCOUNTING BASIS: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL					
8 TASK ORDER PERIOD: FROM _____ TO _____			9. PERIOD COVERED BY THIS REPORT: FROM _____ TO _____		
10 BUDGET CATEGORIES:		Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance**
a. Personnel/Salary		\$0.00	\$0.00	\$0.00	\$0.00
b. Fringe Benefits ( ___ %)		\$0.00	\$0.00	\$0.00	\$0.00
c. Travel		\$0.00	\$0.00	\$0.00	\$0.00
d. Supplies		\$0.00	\$0.00	\$0.00	\$0.00
e. Equipment		\$0.00	\$0.00	\$0.00	\$0.00
f. Contractual		\$0.00	\$0.00	\$0.00	\$0.00
g. Construction		\$0.00	\$0.00	\$0.00	\$0.00
h. Other		\$0.00	\$0.00	\$0.00	\$0.00
i. Total Direct Costs (Sum a-i)		\$0.00	\$0.00	\$0.00	\$0.00
j. Indirect Costs ( ___ %x\$ Base)		\$0.00	\$0.00	\$0.00	\$0.00
<b>k. Total Costs (Sum of i &amp; j)</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<p>*List (itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with Attachment D of your sub-agreement.</p> <p>**Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>					
<p>11 CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.</p>					
Signature of Authorized Certifying Official _____					
Typed or Printed Name and Title _____					
_____					
_____					
Telephone (Area Code, number and ext.) _____ Date Submitted _____					

**Attachment 8  
Subaward  
Financial Status Report (FSR) Template (continued)**

**ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS**

PERSONNEL/SALARY EXPENDITURES (during this reporting period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
A. PERSONNEL/SALARY			
B. FRINGE Fringe Rate = ___% Total for reporting period = \$ _____			
TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on FSR)		\$0.00	

TRAVEL EXPENDITURES (during this reporting period)

NAME(S)	DATES OF TRAVEL	DESTINATION & PURPOSE OF TRAVEL	MEALS \$	LODGING \$	TRANS. \$	MISC \$	TRIP TOTAL
C. TRAVEL							
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on FSR)						\$0.00	

**Attachment 8  
Subaward  
Financial Status Report (FSR) Template (continued)**

**ITEMIZATION OF SUPPLIES AND OTHER COSTS**

SUPPLIES PURCHASED (during this report period)

RECEIPT #	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST
TOTAL SUPPLY EXPENDITURES (must agree with line 10d on FSR)			\$0.00

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST
TOTAL OTHER EXPENDITURES (must agree with line 10h on FSR)			\$0.00

## Attachment 9 Subaward Monthly Technical Report (MTR) Template\*

*\*Template in Microsoft Word format will be available for download for awardees*

<b>PROJECT TITLE</b>	Click or tap here to enter text.	<b>PROJECT #</b>	Click or tap here to enter text.
<b>PROJECT PARTICIPANTS</b>	Click or tap here to enter text.	<b>DATE SUBMITTED</b>	Click or tap here to enter text.
<b>REPORTING PERIOD</b>	<b>From:</b> Click or tap here to enter text. <b>To:</b> Click or tap here to enter text.	<b>REPORT #</b>	Click or tap here to enter text.

A Financial Status Report (FSR) and Invoice will be submitted separately from each of the Project Participants reflecting charges for this Reporting Period. The FSR and backup documentation are due to the AQRP by the 15<sup>th</sup> of the month.

Detailed Accomplishments by Task for reporting period:

Preliminary Analysis:

Data Collected:

Identify Any Problems or Issues Encountered and Proposed Solutions or Adjustments:

Goals and Anticipated Issues for the Succeeding Reporting Period:

Detailed Analysis of the Progress of the Subaward Agreement to Date:

Do you have any publications related to this project currently under development? If so, please provide a working title, and the journals you plan to submit to:  Yes  No

Do you have any publications related to this project currently under review by a journal? If so, what is the working title and the journal name? Have you sent a copy of the article to your AQRP Project Manager and your TCEQ Liaison?  Yes  No

Do you have any bibliographic publications (ie: publications that cite the project) related to this project that have been published? If so, please list the reference information. List all items for the lifetime of the project:  Yes  No

Do you have any presentations related to this project currently under development? If so, please provide working title, and the conference you plan to present it (this does not include presentations for the AQRP Workshop).  Yes  No

Do you have any presentations related to this project that have been published? If so, please list reference information. List all items for the lifetime of the project:  Yes  No

Have any personnel changes occurred that were not listed in the original proposal? If so, please include a detailed description of the personnel change(s) below:  Yes  No

Are any delays expected in the progress of the research? If so, please include a detailed description of the potential delay below:  Yes  No

Describe any possible concerns/issues (technical or non-technical) that AQRP should be made aware of:

Are you anticipating using all the available funds allocated to this project by the end date? If not, why and approximately what is the amount to be returned?  Yes  No

**Submitted to AQRP by**  
**Principal Investigator Name**

# Attachment 10 Subaward Project Budget Revision Request Form (BRRF) Template\*

\*Template in Microsoft Excell format will be available for download for awardees

## BUDGET REVISION REQUEST FORM

**Purpose:** To document recipient organization's budget changes to ensure project deliverables are met and fiscal accountability.

**Note:** Certain cells of the spreadsheet contain formulas that perform automatic calculations.

<b>1. RECIPIENT ORGANIZATION (Name &amp; Complete Address Including Zip Code):</b>				
<b>2. GRANT TITLE:</b>		<b>3. PAYEE IDENTIFICATION NUMBER:</b>		
<b>4. TCEQ CONTRACT NUMBER:</b> 582-15-50047		<b>5. TOTAL GRANT PERIOD:</b>		
<b>6. BUDGET CATEGORIES:</b>	<b>7. Approved Budget</b>	<b>8. Reduction in Approved Budget Line Items (DO NOT FORMAT AS NEGATIVE NUMBERS)</b>	<b>9. Increase in Destination Line Items</b>	<b>10. New or Revised Budget</b>
a. Personnel/Salaries				\$0.00
b. Fringe Benefits				\$0.00
c. Travel				\$0.00
d. Supplies				\$0.00
e. Equipment				\$0.00
f. Contractual				\$0.00
g. Construction				\$0.00
h. Other				\$0.00
i. Total Direct Costs (sum a - h) (for items 7 & 10) or total change in direct costs (for items 8 & 9)	\$0.00	\$0.00	\$0.00	\$0.00
j. Indirect Costs				\$0.00
k. Total (sum i & j)	\$0.00			\$0.00
<b>l. Percent Change:</b>		#DIV/0!		
<b>Justification (Attach additional sheets, if necessary):</b>				
<p>Does the cumulative transfer between budget categories equal 10% or less of the total budget; or, alternatively, does the transfer made by this BRRF, taken in combination with previously submitted BRRFs that have not reset the 10% limit on cumulative transfers, equal 10% or less of the total budget?</p> <p>____ If yes, you do not have to obtain pre-approval of the transfer. Send in this signed form with your invoice.</p> <p>____ If no, you must request pre-approval of the transfer by immediately submitting this form to the AQRP. AQRP's approval will be made effective and documented by the return of the form to the recipient with the signatures of the AQRP's personnel listed on the form.</p> <p>The 10% limit on cumulative transfers does not reset until a budget revision request form is countersigned and returned by the AQRP in accordance with the above procedure.</p> <p>Does the change increase or decrease the total budget amount? If yes, provide this form to the AQRP and request an amendment to the PGA. (Y/N):</p>				

\_\_\_\_\_  
Signature of Recipient's Representative      Date

\_\_\_\_\_  
Typed or Printed Name and Title

\_\_\_\_\_  
Signature of AQRP Program Coordinator      Date

\_\_\_\_\_  
Typed or Printed Name and Title

\_\_\_\_\_  
Signature of AQRP Grant Manager

\_\_\_\_\_  
Typed or Printed Name and Title

**Attachment 11**  
**Subaward**  
**Prime Agreement between UT and TCEQ**

Access the Prime Agreement between The University of Texas and the Texas Commission on Environmental Quality at:

<http://aqrp.ceer.utexas.edu/2022Prime.pdf>