


Institution/Organization ("University") Name: Utah State University Address: Sponsored Programs Office 1415 Old Main Hill, Room 64 Logan, Utah 84321-1415		Institution/Organization ("Subcontractor") Name: Gadsden Independent School District Address: PO Drawer 70 Sundland Park, NM 88063	
Prime Award No.: U396B100267		Awarding Agency: U.S. Dept. of Education	Subaward No. 101008004
CFDA No. 84.396B		Subaward Budget Period: 10/01/2010 – 9/30/2015	Subaward Period of Performance: 10/1/2010 – 9/30/2015
Amount Funded by this Action: \$1,391,040		Est. Total (if incrementally funded) \$1,391,040,	Cost Share Amount for this Action: \$66,960
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Project Title: New Mexico Extended School Year K-3 Validation Study (New K-3)			
<b>Terms and Conditions</b>			
<ol style="list-style-type: none"> <li>1) University hereby awards a cost reimbursable subaward, as described above, to Subcontractor. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Subcontractor shall be an independent entity and not an employee or agent of University.</li> <li>2) University shall reimburse Subcontractor not more often than monthly for allowable costs. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subaward number shall be returned to Subcontractor.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</li> <li>3) Final Invoice shall be submitted within sixty (60) days of the end of the period of performance and shall be marked "Final." USU is not under any obligation to pay invoices received after the deadline. Payment of final invoice is contingent upon the receipt by USU of all required technical reports from the Subcontractor.</li> <li>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor.</li> <li>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</li> <li>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</li> <li>7) No activity in which human subjects are involved may be undertaken until the project has been reviewed and approved by Subcontractor's Institutional Review Board. Approval must be kept on file with Subcontractor's Institutional Review Board.</li> <li>8) Each party shall be responsible for its negligent acts or omissions and the negligent acts of omissions of its employees, officers, or directors, to the extent allowed by law.</li> <li>9) Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Subcontractor for termination costs as allowable under OMB Circular A-21, J.50.</li> <li>10) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, no less than thirty days prior to the desired effective date of the requested change.</li> <li>11) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</li> <li>12) By signing below, Subcontractor makes the certifications, assurances and confidentiality shown in Attachments 1 and 2.</li> </ol>			
By an authorized Official of the UNIVERSITY:		By an authorized Official of the SUBCONTRACTOR:	
_____ Shegay Cook Sponsored Programs Assistant Director		 _____ Name: Title:	
_____ Date		_____ Date 4-11-2011	