

Attachment 2
Research Subaward Agreement
Special Terms and Conditions

[WHILE SPECIAL TERMS AND CONDITIONS MAY NOT BE REQUIRED BY THE FUNDING AGENCY, Institutions must include the following clauses when applicable. Clauses not marked "Required" below may be deleted if not applicable.]

REQUIRED: Payment Terms

Payment of invoices is subject to Subrecipient compliance with University of Hawaii payment procedures, including, but not limited to, Subrecipient properly completing all required paperwork. Non-compliance may result in delays and/or non-payment.

REQUIRED: Tax Clearance (check applicable box)

- Subrecipient has provided, or will provide prior to execution of this subaward by University of Hawaii, a current tax clearance from the State of Hawaii Director of Taxation and United States Internal Revenue Service as required by Hawaii law. Tax clearances are only valid for six months from date of issue. By signing this subaward, Subrecipient acknowledges that under Hawaii Revised Statutes §103-53(c), as may be amended from time to time, Subrecipient must also provide University of Hawaii with a current tax clearance before final payment under this subaward can be made.

- Subrecipient is not required to provide University of Hawaii with a tax clearance because the total amount of the subaward is less than \$25,000 (HRS §103-53(e)(1)). By signing this subaward, Subrecipient acknowledges that (1) should the amount of the subaward be subsequently increased to \$25,000 or more, it will be required to provide University of Hawaii with a current tax clearance from the State of Hawaii Director of Taxation and United States Internal Revenue Service prior to University of Hawaii's execution of any modification; and (2) under Hawaii Revised Statutes §103-53(c), as may be amended from time to time, Subrecipient must also provide University of Hawaii with a current tax clearance before final payment under the subaward can be made.

- Subrecipient is not required to provide University of Hawaii with a tax clearance because this subaward is between government agencies (HRS §103-53(e)(4)).

REQUIRED: Facilities and Administrative (F&A) Costs (check applicable box)

An F&A rate of _____% is being applied to this subaward. This rate is:

Subrecipient's federally negotiated F&A rate.

Note regarding provisional F&A rates: If Subrecipient has submitted a provisional F&A rate agreement to the University of Hawaii for this subaward agreement, and Subrecipient's final approved F&A rate agreement is received prior to expiration of the subaward, please notify the University of Hawaii's Principal Investigator and Authorized Official (listed on Attachment 3A of this subaward agreement) so appropriate adjustments can be made. Subrecipient will not be entitled to an increase in the total amount awarded to accommodate for additional indirect costs if Subrecipient's permanent rate is higher than the provisional rate. No adjustments will be made for an increased rate after the subaward period of performance has expired.

A de minimis rate because Subrecipient does not have a federally negotiated F&A rate.

A reduced rate designated by Subrecipient. By executing this subaward, Subrecipient certifies that Subrecipient has voluntarily elected to apply this reduced rate.

A sponsor-imposed cap or reduced rate.

Subrecipient voluntarily waives its right to indirect costs.

Note: Even though Subrecipient may voluntarily request a reduced rate or waiver, a reduced rate or waiver will not be allowed if prohibited by any award terms and conditions to which the subaward funds are subject.

41 U.S.C. § 4712: Enhancement of contractor protection from reprisal for disclosure of certain information

If this subaward is being made under a prime federal grant or contract, the Subrecipient shall comply with the requirements of 41 U.S.C. § 4712, as may be amended, which statute provides whistleblower protections for all employees working for contractors, subcontractors, grantees or subgrantees on federal grants or contracts.

Subrecipients must inform their employees in writing of the employee whistleblower protections under 41 U.S.C. § 4712, in the predominant native language of the workforce. The statute states that an "employee of a contractor, subcontractor, grantee or subgrantee or personal services contractor" may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body" evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- Gross waste of federal funds;
- Abuse of authority relating to a federal contract or grant;
- Substantial and specific danger to public health or safety; or
- Violation of law, rule, or regulation related to a federal contract or grant.

The whistleblower protections under this statute may not be waived by any agreement, policy, form or condition of employment. However, this statute does not apply to:

1. Any element of the intelligence community as defined in section 3(4) of the National Security Act of 1947 ([50 USC 3003\(4\)](#)); or
2. Any disclosure made by an employee of a contractor, subcontractor or grantee of an element of the intelligence community if such disclosure:
 - a. Relates to an activity of an element of the intelligence community; or
 - b. Was discovered during contract, subcontract, or grantee services provided to an element of the intelligence community.

For more information please see [41 U.S.C. 4712 \(http://1.usa.gov/1BKQiUa\)](#).