

## Non-Federal Foreign Subaward Agreement

### Prime Recipient

**Name:** Trustees of the University of Pennsylvania  
**Address:** Office of Research Services  
3451 Walnut Street  
5th Floor Franklin Building  
Philadelphia, PA 19104-6205

**Prime Recipient Principal Investigator:**

**Prime Award No.**

**Awarding Agency:**

**Subaward Period of Performance Start:**

**Subaward Period of Performance End:**

**Project Title:**

### Subrecipient

**Name:**  
**Address:**

**Subrecipient Principal Investigator:**

**Subaward No.**

**Amount Funded This Action: \$**

### Terms and Conditions

1. Prime Recipient hereby awards a cost reimbursable subaward, as described above to Subrecipient. The statement of work and budget for this subaward are appended as Attachment 3. In its performance of subaward work, Subrecipient shall be an independent entity and shall not be considered in any way an employee or agent of Prime Recipient.
2. Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. **(See Sample Invoice, attached).** *Invoices that do not reference Prime Recipient's subaward number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.
3. A final statement of costs incurred, marked "FINAL" must be submitted to Prime Recipient's Financial Contact NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report. 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 auditing finding against Subrecipient.
4. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 2A (Prime Recipient) and 2B (Subrecipient). Technical performance reports are required as identified in Attachment 1, paragraph (3).
5. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward Agreement must be directed to the appropriate party's Administrative Contact, as shown in Attachment 2A (Prime Recipient) and 2B (Subrecipient). Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official, as shown in Attachment 2A (Prime Recipient) and 2B (Subrecipient).
6. Either party may terminate this agreement within thirty days (30) written notice to the appropriate party's Administrative Contact, as shown in Attachment 2A (Prime Recipient) and 2B (Subrecipient). Prime Recipient shall pay Subrecipient for all allowable, non-cancellable obligations in the event of termination by Prime Recipient.
7. No-cost extensions require the approval of Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Financial Contact, as shown in Attachment 2A (Prime Recipient) and 2B (Subrecipient), not less than thirty (30) days prior to the desired effective date of the requested change.
8. The Subaward is subject to all terms and conditions of the Prime Award, as identified in Attachment 4 and any Special Terms and Conditions as identified in Attachment 1.
9. **INSPECTION.** Designated representatives of the Prime Recipient shall have the right to inspect and review progress of work performed pursuant to this subcontract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations or analyses used or generated under this subcontract when such

inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress or work and the Prime Recipient shall give the Subrecipient reasonable notice prior to conducting any such inspections. Inspection by the Prime Recipient shall not relieve the Subrecipient of his responsibility to fully and formally report the details of the work set forth herein.

10. **SUBCONTRACTOR.** The Subrecipient agrees that no second tier subcontract for research will be executed without prior written approval of the Prime Recipient.
11. **GENERAL.** In the conduct and completion of the research project pursuant to this subaward, the Subrecipient agrees to establish, maintain and follow policies and procedures which are consistent with and subject to the undertaking of the Prime Recipient under Prime Contract which is hereby incorporated by reference and made a part hereof, and which policies and procedures are necessary to enable the Prime Recipient to fulfill its obligations and responsibilities under the said Prime Contract.
12. The Subrecipient agrees it will not perform any act in the performance of this subaward which may prejudice the Prime Recipient, or which may interfere with the Prime Recipient's undertaking and obligations under the Prime Contract.
13. **LAW.** This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
14. **HUMAN SUBJECTS.** If it is anticipated that the studies to be carried out under this subaward will involve the use of human beings as subjects of the research, prior to initiating any research involving human subjects, the Subrecipient shall:
  - a. If Subrecipient has an institutional Review Board (IRB) established in accordance with the regulations of Public Health Service (PHS) and has an approved General Assurance on file with that agency, provide evidence to the Prime Recipient that its IRB has reviewed and approved the research involving human subjects to be performed hereunder.
  - b. If Subrecipient does not have an approved IRB, Prime Recipient, upon request, will provide the services of its IRB to perform the required review. If Subrecipient desires Prime Recipient to perform the human subjects review, it should direct its request in writing to the Assistant Director for Regulatory Affairs, 3624 Market Street, Suite 301 S., Philadelphia, PA 19104-6006. This request should include a statement that Subrecipient will accept the review and approval of the Prime Recipient's IRB, and will comply with Prime Recipient's human subject regulations set forth in its Guidelines for the Preparation of Protocols for Review. Subrecipient will also be required to execute a Single Project Assurance in accordance with PHS regulations. Copies of the Prime Recipient's Guidelines and the Single Project Assurance are available upon request.
15. **CARE OF LABORATORY ANIMALS.** If it is anticipated that the studies to be carried out under this Subaward will involve the use of animals as subjects of the research, prior to initiating any research involving animals, the Subrecipient shall:
  - a. The Subrecipient assures the Prime Recipient that it has established an Institutional Animal Care and Use Committee (IACUC) or similar Ethics Committee to oversee animal research and that it will obtain approval from this body prior to the use of any live animals in activities supported by this Agreement. Certification of approval by the animal research regulatory body must be provided to Prime Recipient annually or triennially, dependent upon its protocol review policies.

Furthermore, the Subrecipient:

- a. Agrees to comply with all applicable provisions of the Animal Welfare Act and other Federal statutes and regulations relating to animals;
  - b. Shall be guided by the U.S. Government principles for the Utilization and Care of Vertebrate Animals used in Testing, Research and Training;
  - c. Acknowledges and accepts responsibility for the care and use of animals involved in activities supported by this Agreement; and
  - d. Has established and will maintain a program for activities involving animals in accordance with the Guide for the Care and Use of Laboratory Animals.
16. **LIABILITY.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law. To the extent any indemnification is required under this Subaward, the terms and conditions shall be outlined in the Special Terms and Conditions (Attachment 1) and/or in the terms and conditions of the Prime Award (Attachment 4).

17. **USE OF NAME.** Neither party shall use the name of the other party in any publicity or without advance written approval of the other party.
18. **CARRY FORWARD.** Carry forward of an unobligated balance into the next budget period requires prior approval by the Prime Recipient's Principal Investigator.      Yes      No

<b>By an Authorized Official of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA:</b>	
_____ Signature	_____ Date
_____ Print or Type Name	
_____ Title	

<b>By an Authorized Official of SUBRECIPIENT:</b>	
_____ Signature	_____ Date
_____ Print or Type Name	
_____ Title	

## ATTACHMENT 1

### 1. SPECIAL TERMS AND CONDITIONS:

- A. **Intellectual Property** – The Subrecipient grants to Prime Recipient an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use any inventions or discoveries developed under this Subaward and the right to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for education and research purposes and/or to the extent required to meet the Prime Recipient's obligations under the Prime Award.
- B. **Data Rights** – Subrecipient grants to Prime Recipient license to use data and results created in the performance of this Subaward for the purpose of education and research or to the extent required to meet Prime Recipient's obligations under its Prime Award.
- C. **Sub-Recipient Monitoring** - Subrecipient understands and agrees that Prime Recipient is obligated to ensure that funds administered by Prime Recipient to Subrecipient are utilized in compliance with all pertinent terms of the Prime Award and any applicable laws and regulations, including generally accepted auditing standards. Accordingly, from time to time, Prime Recipient may audit Subrecipient's use of funds under this Agreement, either directly or through designated external auditors. At the request of Prime Recipient, the Subrecipient shall promptly and fully produce all data, financial records and information relating to the funded research project to the Prime Recipient and its representatives upon reasonable advance notice during normal business hours and shall assist them in promptly resolving any questions and in performing audits or monitoring performance of the funded research project. The Subrecipient agrees to cooperate with the representatives of Prime Recipient who visit the Subrecipient. Prime Recipient's auditing activities under this section may involve requests for data, financial records and information relating to the funded research project by mail, phone or facsimile.
- D. **Confidentiality** - The Prime Recipient shall not disclose confidential information to the Subrecipient unless it is necessary to the Study. Any confidential information will be in writing and clearly marked by the Prime Recipient as "Confidential" or if disclosed orally, written notice will be provided within thirty (30) days of disclosure ("Confidential Information"). The Subrecipient shall protect the Prime Recipient's Confidential Information with the same degree of care as its own confidential information. The Subrecipient's obligation of confidentiality shall exist during the term of this Subaward and for three (3) years thereafter. All data and results resulting from this Subaward is considered Confidential Information until released according to the terms specified in the Publication section below. Such restrictions on release shall not apply to any portion of the Confidential Information that:
- (a) Is known to Subrecipient before receipt thereof under this Subaward; or
  - (b) Is independently developed by or for Subrecipient without use or reference to the data and data analyses resulting from any aspect of this Subaward; or
  - (c) Is disclosed to Subrecipient, without restriction by a third party having a legal right to make such disclosure; or
  - (d) Is or becomes part of the public domain through no fault of Subrecipient.

Nothing in this Subaward shall be construed to restrict Subrecipient from disclosing any Confidential Information if required by law, regulation, court order or other governmental order or request, provided that Subrecipient shall promptly notify Prime Recipient of such requirement and reasonably cooperate with Prime Recipient should Prime Recipient attempt to limit such disclosure by appropriate legal means.

- E. **Publication** – if the funded research project is a clinical trial, Subrecipient agrees that the first publication or presentation of any data and results from the study shall be made in conjunction with the presentation of a joint, multicenter publication of the study data and results, with the principal investigators from all appropriate sites contributing data, analyses and comments. In accordance with the provisions of this Subaward and the terms and conditions of the Prime Award, the Subrecipient may publish individual site data: (1) twelve (12) months after the close of the study at all sites and (ii) after the Prime Recipient has concluded a thirty (30) day review and comment period of Subrecipient's proposed draft publication. Prior to the initiation of study enrollment, the Prime Recipient shall be responsible for posting the study on a clinical trial registry which meets the criteria and contains the information required by the International Committee of Medical Journal Editors ("ICMJE") for publication and meets the requirements of the FDA and any other applicable laws or regulations pertaining to registration of the study. The Prime Recipient shall be responsible for updating such registration as required to comply with updates to any such ICMJE, FDA, and/or legal requirements.

### 2. AUDIT

All invoices and financial reports are subject to audit by either the Awarding Agency and/or the Prime Recipient. The Subrecipient shall reimburse the Prime Recipient for any amounts received but subsequently disallowed as the result of any such audit.

### **3. REPORTING REQUIREMENTS**

- A. Performance Reports as mutually agreed between Prime Recipient and Subrecipient's Principal Investigators. A Final Performance Report shall be submitted within forty-five (45) days of the end date stated in the Period of Performance or as determined by Awarding Agency.
- B. Final Property Report shall be submitted within forty-five (45) days of the end date stated in the Period of Performance or as determined by Awarding Agency.
- C. Intellectual Property/Patent Report in accordance with any Awarding Agency Intellectual Property/Patent requirements as applicable.

**[Additional Terms and Conditions]:**

- **Publications:** Subrecipient agrees to provide to the University, all proposed publications that result from work under this subaward, for review and comment thirty (30) days prior to publication.
- **Governing Language:** In the event that a translation of this Agreement is prepared and signed by the parties, this English language version shall be the official version and shall govern if there is a conflict between this English language version and the translation. All disputes [litigation and arbitration] under this Agreement shall be resolved and conducted, regardless of the means or authority, in the English language.
- **Governing Law:** This Agreement shall be governed, construed and enforced for all purposes in accordance with the laws of the United States.
- **Patents:** Pursuant to Public Law 96-517, as amended by Public Law 98-620, title to any invention or discovery made or conceived solely by the Subrecipient under this subaward shall vest in the Subrecipient. Subrecipient shall promptly notify Principal Investigator (as shown in Attachment 3) in writing of any such inventions or discoveries. Subrecipient hereby grants to University a royalty-free, non-exclusive license for internal research purposes to any Subrecipient invention or discovery. <http://thomas.loc.gov/cgi-bin/bdquery/z?d096:HR06933:@@L>
- **Anti-terrorist Compliance:** Subrecipient hereby agrees that all funds, including sub-awards to subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.
- **No Partnership/Joint Venture:** The relationship of the Parties under this Agreement is that of independent contractors and they are not agents, employees, partners or joint ventures of one another. No Party has the authority to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, and no Party (including any employee or other representative of a Party with responsibility for [Program] matters) shall take any action that attempts or purports to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval.
- **Export Controls:** It is understood that University is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering into and provision of such Transactions and Services that are subject to Restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While Prime Recipient agrees to work with the Subrecipient at Subrecipient's expense, to seek such a license, the University does not guarantee that such license will be granted.
- **Insurance:** Subrecipient will maintain during the performance of this Agreement a policy or policies of comprehensive general liability insurance at levels sufficient to support the level of Liability acknowledged and agreed to under Article #16 of this agreement. Subrecipient will provide Prime Recipient with a certificate of insurance evidencing such coverage at the request of Prime Recipient.

**Additional Terms and Conditions:**

**Attachment 2A**  
Research Subaward Agreement  
Pass-Through Entity (PTE) Contacts

Subaward Number:

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**Pass-Through Entity (PTE)**

PTE Name:

Address:

City: State: Zip Code+4: Zip Code [Look-up](#)

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**PTE Administrative Contact**

Name:

Address:

City: State: Zip Code:

Telephone: Email:

COI Contact email (if different to above):

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**PTE Principal Investigator**

Name:

Address:

City: State: Zip Code:

Telephone: Email:

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**PTE Financial Contact**

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Email invoices? Yes No Invoice email (if different):

Invoice Address (if different):

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**PTE Authorized Official**

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email:

## Attachment 2B

Subaward Number:

### Research Subaward Agreement Subrecipient Contacts

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#### Subrecipient Place of Performance for [FFATA](#) reporting

Name:

Address:

City: Province: Postal Code: Country:

EIN No.: DUNS: Parent DUNS:

Institution Type: Congressional District:

Is Subrecipient currently registered in [SAM.gov](#)? Yes No

Is Subrecipient exempt from reporting executive compensation? Yes No If no, complete 2B, page 2

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#### Subrecipient Administrative Contact

Name:

Address:

City: Province: Postal Code: Country:

Telephone: Email:

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#### Subrecipient Principal Investigator

Name:

Address:

City: Province: Postal Code: Country:

Telephone: Email:

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#### Subrecipient Financial Contact

Name:

Address:

City: Province: Postal Code: Country:

Telephone: Email:

Central email: Is this the remittance address? Yes No

Remittance Address (if different):

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#### Subrecipient Authorized Official

Name:

Address:

City: Province: Postal Code: Country:

Telephone: Email:

Central email:



### Attachment 3

Statement of Work/Deliverables for the University of Messina research unit:

The group at the University of Messina will be coordinated by Prof. Pietro Navarra and Prof. Sebastiano Bavetta. The group consists of five people: the two coordinators, prof. Paolo Li Donni, Dr. Massimo Arnone and Dr. Maria Marino as postdoctoral fellows in the project. Dr. Arnone and Marino join the team on funds independent of the project.

During the project's life span, the research unit will deliver the following products:

- Book draft on the role of Smithian and Schumpeterian freedoms in social change;
- A paper on the determinants and measurement of perceptions of inequality and freedoms;
- An operational measure of the perception of inequality and autonomy;
- A position paper that draws the policy and political implications of the project;
- A course (to Italian students) on the effect of Smithian and Schumpeterian freedoms on material and immaterial prosperity;
- The unit will also contribute to the design of the pilot.

Pietro Navarra's effort on the project will be 30% of his time; Paolo Li Donni's effort will be 20%.

# Freedom, Norms and Social Change

Prime Award Sponsor: Charles Koch Foundation

Duration: 03/01/2018-02/28/2019

**Projected Total**                    \$                    **56,000.00**

## Summary of Costs

Total Personnel Costs            \$                    56,000.00

## Personnel

People	Role	Annual Rate	Required Ebs	Ebs	Costs
Pietro Navarra	Investigator	\$ 40,000.00			\$ 40,000.00
Paolo Li Donni	Investigator	\$ 16,000.00			\$ 16,000.00
Total by period:					\$ 56,000.00

## Narrative

\* Pietro Navarra's Rate with no overhead.

\* Paolo Li Donni's Rate with no overhead.

  
CHARLES KOCH FOUNDATION

December 25, 2017

Dr. Amy Gutmann  
President  
University of Pennsylvania  
1 College Hall, Room 100  
Philadelphia, PA 19104

Dear Dr. Gutmann:

Pursuant to the request of the Trustees of the University of Pennsylvania (“University”), we are happy to award a grant in the amount of \$400,000.00 for a post-doctoral fellowship and academic research under the control and supervision of the University, and the direction of Dr. Cristina Bicchieri, who was selected by the University.

The grant must be used exclusively to further your charitable purposes described in Internal Revenue Code section 170(c)(2)(B) and no part of the grant may be used for a lobbying purpose or to engage in political activity.

As requested, a check made payable to the Trustees of the University of Pennsylvania has been mailed to Ms. Jennifer Rowan. By cashing the check, you acknowledge and agree to the terms of this letter and your grant request.

From time to time we may offer the University additional support related to this grant, such as educational opportunities and in-kind services.

This letter agreement is the entire agreement between us related to this grant and may be modified only in a writing signed by both parties.

Congratulations on behalf of all of us at the Charles Koch Foundation.

Sincerely,



Brian Hooks  
President

cc: Dr. Sebastiano Bavetta, Ms. Jennifer Rowan, Dr. Cristina Bicchieri,  
Mr. Matthew Lane, Dr. Doug Paletta

