

PROJECT AGREEMENT COVER SHEET

A. Project Title	GG-23: Creation of Sustainable Immunodiagnostics		
B. Recipient Contact Information			
Institution	National Center for Disease Control and Public Health		
Project Director Name	Shota Alexi Tsanava		
Address Line 1	9 M. Asatiani Street		
Address Line 2	N/A		
City/State/Country/Postal	Tbilisi 0177 Georgia		
Telephone	+995 231 17 54		
Fax	+995 32 2433059		
E-Mail	tsana@ncdc.ge		
AGREEMENT INFORMATION			
C. CRDF Agreement #	998X-14-60593-1	G. Sponsor	CH2MHill
D. Duration	Jan 01, 2014–Dec 31, 2015	H. Funding Agreement	HDTRA1-08-D-0008/T002
E. Agreement Amount	\$51,236.00	I. CFDA Number	n/a
F. CRDF Program	Grant Assistance Program/FOCUS		
AGREEMENT CONTACT INFORMATION			
	CRDF Agreement Officer	Sponsor Technical Representative	
Name/Title	Lea Blubaugh, Associate Director	Magda Metreveli, MD, PhD	
Institution	U.S. Civilian Research & Development	CH2MHill	
Address Line 1	1776 Wilson Boulevard	4 Freedom Square, GMT Plaza	
Address Line 2	Suite 300	N/A	
City/State/Zip	Arlington, VA 22209	0105 Tbilisi, Georgia	
Telephone	703-526-6741	+995 595 36420	
E-mail	leablubaugh@crdfglobal.org	Magda.Metreveli@ch2m.com	
The US Civilian Research & Development Foundation, a nonprofit corporation established under the laws of the Commonwealth of Virginia, USA ("CRDF") seeks to promote international scientific and technical collaboration. To further this objective, CRDF hereby awards on behalf of the Sponsor, this Agreement to the Performing Institution identified in section B above. By signature of their authorized representatives below, CRDF and Performing Institution (the "Parties") make and enter into this Agreement ("Agreement") as of the date of Execution of this Agreement by all Parties. Performing Institution agrees to conduct activities in accordance with the following, each of which, together with matter referenced therein and all Amendments, is incorporated in and forms an integral part of the Agreement:			
Agreement Cover Sheet	Attachment A: Project Description	Attachment D: CRDF Standard Provisions (USG)	
Basic Terms	Attachment B: Budget	Attachment E: Articles Incorporated by Reference	
	Attachment C: Invoicing & Payment	Attachment F: Individual Grant Agreements	
The Agreement is the Parties' exclusive and entire agreement, superseding all other agreements, promises and representations, whether written or oral. Persons signing below certify that they have legal authority to bind the respective Parties and they have completed all formalities and other actions required by their By-Laws and Articles of Incorporation, and all applicable laws, to authorize Agreement execution and performance. Failure to return a signed copy of this Agreement within sixty (60) days of issuance may result in the offer of award being withdrawn. Such decision shall be solely at the discretion of CRDF.			
Authorized Recipient Institution Signature		Typed Name/Title	Date
		Paata Imnadze Research Director	14.02.14
CRDF Signature		Typed Name/Title	Date

¹ CRDF Global and CRDF are the legally registered tradenames of the U.S. Civilian Research & Development Foundation and may be used interchangeably throughout this Agreement.

BASIC TERMS

1. **Project Description.** The purpose of the Agreement is to support the work as directed by the Sponsor and described in Attachment A: Project Description (hereafter referred to as "Project"). Recipient agrees to use all Project support only for such activities.
2. **Project Support.** Project support may include any one or more of the following types of assistance, without limitation, as set forth in the Project or as otherwise subsequently agreed by CRDF and the Sponsor: [a] individual support payments paid directly to Project Personnel, [b] equipment, materials, supplies and/or services purchased by CRDF on behalf of the Grantee, [c] travel-related direct payments to individual Project Personnel or to vendors on their behalf; and [d] direct transfers of funds to institutional accounts for project-related expenses.
3. **Agreement Period.** Unless/until extended by Amendment, the Agreement Period commences and terminates upon the dates noted in the Project Agreement Cover Sheet.
4. **Budget.** The Recipient agrees to comply strictly with the Budget set forth in Attachment B (hereafter referred to as "Budget"). The Budget includes line items for all types of Project support. Costs of Project support not expressly specified in the Budget, or in excess of line items therein, are not eligible costs and may not be charged under this Agreement unless subsequently approved in writing by CRDF.
5. **Eligible Costs.** The Recipient may use Project support only for its verifiable, reasonable, allocable and allowable direct costs necessary for performance of the activities specified in the Project and consistent with the direction of the Sponsor. All such costs must comply with the terms and conditions of the Agreement and must be incurred and expended in the Agreement Period. In incurring costs, as in other matters relating to implementation, the Recipient is expected to exercise prudent management and to make sound administrative judgments under the circumstances prevailing at the time a decision is made. Documentation supporting expenditures and other actions in implementing the Agreement must be made in advance of the action, be consistent with the Recipient's established policies and procedures, comply with the terms of this Agreement and current CRDF policies and procedures, and reflect appropriate approvals within the organization.
6. **Agreement Amount.** Funds for Project support have been provided by the Sponsor identified in the Project Agreement Cover Sheet. The amount and distribution of these funds, including schedule of disbursements and allowability of costs, are determined solely by the Sponsor. CRDF's aggregate liability arising out of or relating to the Agreement, regardless of the type(s) and mix of Project support involved, may not under any circumstances exceed the Agreement Amount. Recipient is solely responsible for any overruns.
7. **Reports.** The Recipient may be required to submit technical and financial reports in a format to be provided by CRDF or the Sponsor. Unless alternate instructions have been provided by the Agreement Officer, reports shall be submitted electronically in accordance with the schedule specified herein to the attention of the Agreement Officer. Apart from the aforementioned reports, the Recipient shall provide such reports as may be required by the Sponsor to detail project progress and results.
8. **Project Personnel.** The Project Director and/or other staff ("Project Personnel") as identified in the CRDF Global Project Personnel Data Form and listed below are deemed essential to successful implementation of the work to be performed under this Agreement. These individuals may not be replaced without prior written approval of CRDF and the Sponsor.

Last Name	First Name	Institute
Tsanava	Shota	NCDC
Zangaladze	Ekaterine	NCDC
Khmaladze	Ekaterine	NCDC
Shutkova	Taliana	NCDC
Naibandishvili	Elza	NCDC

Last Name	First Name	Institute
Kakhadze	Vardo	NCDC
Abazashvili	Natalia	NCDC
Chubinidze	Marina	NCDC
Jashi	Rozalia	NCDC

The Project Director is responsible for overseeing the work to be performed under the Project; for providing technical leadership; for preparing and submitting payment requests and required reports in accordance with CRDF guidelines and the policies of his/her respective institution; for ensuring that activities are coordinated with his institution, Project Personnel, and Collaborator(s); and for the work conducted in compliance with terms of this Agreement.

9. Notification of Certain Events. The Recipient shall notify CRDF and the Sponsor, in writing, of the occurrence of any of the following events:
- A. Any significant change in the methodology or procedures being used in the Project from those discussed in the proposal to the Sponsor or this Agreement;
 - B. Any significant or major findings, breakthroughs, or events of unusual interest;
 - C. Any problems, delays or adverse conditions that will materially affect the Project, its objectives or time schedules and actions being taken to address them;
 - D. Any changes in key personnel or their status on the Project; and
 - E. Any change in a Project Director's institution, mailing address, telephone or fax numbers, or e-mail address;
 - F. Any change in or absence of a Project Director or project key personnel for a period longer than thirty (30) days;
 - G. Any change in Project Personnel's level of effort devoted to the Project;
 - H. Any significant change in the Project objectives or scope;

All changes in Project Personnel, budget reallocation requests, and/or changes in Project objectives or scope are subject to Sponsor and CRDF approval.

10. Notices. Unless otherwise approved by CRDF on a case-by-case basis, all notices in connection with the Agreement shall be made in writing to the Agreement Officer specified on the Cover Sheet. All of the Recipient's written or verbal communication with or to DTRA, or with federal, state, or local agencies, relative to services under this Agreement must be through or with the knowledge of CRDF and CH2MHill.
11. Authority of CRDF Agreement Officer. The assigned Agreement Officer maintains the sole authority to interpret, modify or amend any provision of this Agreement. All financial, administrative and contractual issues should be addressed to the Agreement Officer. CRDF reserves the right to assign a new Agreement Officer at any time over the course of the award through written notification to the Recipient. All technical oversight of the Project is the sole responsibility of the assigned Sponsor Technical Representative identified in the Project Agreement Cover Sheet.

ATTACHMENT A: PROJECT DESCRIPTION

GG-23: Creation of Sustainable Immunodiagnostics

Project Summary

An essential component of a nation's sustainability and independence is their ability to care for and protect its citizens from biological threats. Significant investments have been made within Georgia to address this very issue, and it is the intention of the Biological Defense Research Directorate, of the Naval Medical Research Center (BDRD/NMRC), to build upon this investment by providing critical educational tools that will enable the Georgians to detect biological threats using immunological assays developed within their laboratories. Our goal is to pass on our expertise in the production of proteins and antibodies (monoclonal and polyclonal), so that Georgian scientists will have the ability develop and validate immunoassays to detect biological threat agents of interest. Education on essential immunological topics such as protein/antibody production and purification and immunological assay development will provide the Georgian scientific community the ability to not only respond to established biological threats within its borders, but will also provide the tools necessary to develop novel diagnostic measures against newly or re-emerging biological threats.

**ATTACHMENT B:
BUDGET**

2014										2015			
		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec				
Participant	Title	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8				
Shota Tساناوا	Project Manager	\$1,045.00	\$1,045.00	\$1,045.00	\$1,045.00	\$1,045.00	\$1,045.00	\$1,045.00	\$1,045.00				
Ekaterine Zangaladze	Molecular Biology	\$675.00	\$675.00	\$675.00	\$675.00	\$675.00	\$675.00	\$675.00	\$675.00				
Ekaterine Khmaladze	Molecular Biology	\$810.00	\$810.00	\$810.00	\$810.00	\$810.00	\$810.00	\$810.00	\$810.00				
Tatiana Shuktkova	Cell culture	\$765.00	\$765.00	\$765.00	\$765.00	\$765.00	\$765.00	\$765.00	\$765.00				
Elza Nalbandishvili	Cell culture	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00				
Vardo Kakhadze	Cell culture	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00	\$720.00				
Natalia Abazashvili	Bacteriology	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00				
Marina Chubinidze	Serology	\$604.50	\$604.50	\$604.50	\$604.50	\$604.50	\$604.50	\$604.50	\$604.50				
Rozalia Jashi	Biochemistry	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00				
Subtotal		\$6,404.50	\$6,404.50	\$6,404.50	\$6,404.50	\$6,404.50	\$6,404.50	\$6,404.50	\$6,404.50				
Total IFS		\$51,236.00											
Total Project Budget													
\$51,236.00													

ATTACHMENT C: INVOICING AND PAYMENT

1. Initiation of Project Support by Recipient. The Recipient will initiate the provision of Project support by submitting to CRDF invoices or request forms in a format provided by CRDF in accordance with the approved budget. Invoices or requests must be submitted to the Agreement Officer or his/her designee.
2. Payments. The Recipient will receive payment for allowable Eligible Costs on a cost-reimbursable basis or as otherwise authorized by the Sponsor or as otherwise specified herein and in accordance with the Budget. All expenses must be documented with appropriate receipts and invoices. Payments will be made in reimbursement to Recipient, unless specifically authorized in advance.
3. Method of Payment. CRDF reserves the right, in its sole discretion, to determine the method of payment, and to decline any request received that is inconsistent with the terms of this Agreement or in violation of CRDF procedures or Sponsor guidelines.
4. Payment by Electronic Funds Transfer. To the extent possible CRDF attempts to make payment to individuals, organizations and vendors via electronic funds transfer. CRDF will make best efforts to minimize transfer fees applied by financial institutions involved in the funds transfer process. However, CRDF is not liable for transfer fees applied by intermediary financial institutions; such costs must be borne by the Recipient.
5. Overpayments, Erroneous or Duplicate Payments. If the Recipient becomes aware of an overpayment, an erroneous payment, or a duplicate payment, the Recipient shall immediately notify CRDF in writing and request instructions for handling the matter.
6. Final Payment. As required by the Standard Provision entitled "Closeout," CRDF will require the submission of a Final Invoice for the Agreement, marked accordingly, as soon as possible after the end of the Agreement Period. The Recipient acknowledges the importance of timely submission and the fact that undue delay in furnishing the required Final Invoice may prejudice payment in whole or in part. CRDF may pay the Final Invoice amount provided that the Recipient has [a] successfully completed performance of all of its obligations under the Agreement and [b] furnished an acceptable release of claims against and liabilities and obligations of CRDF, the Sponsor, and their officers, agents and employees, arising under or relating to the Agreement.

ATTACHMENT D: CRDF STANDARD PROVISIONS (USG)

1. **Relationship.** The Parties are separate organizations operating independently in connection with the Agreement. Neither Party has the authority to create obligations on behalf of the other. Each shall make this fact clear to all third parties with which it deals.
2. **Key Personnel.** The Project Director and other Project Personnel are subject to Sponsor approval prior to initial assignment and any replacement. Approval is hereby provided for Project Personnel specifically named in the Article entitled "Project Personnel" of the Basic Terms. Departure of one or more Key Personnel, or his/her/their repeated or extended absence from the Project, may be cause for termination of the Agreement by CRDF.
3. **Goods and Services.** Goods and services purchased by the Recipient with funds provided under this Agreement must be specifically identified in the Budget or approved by CRDF on a case-by-case basis after the Effective Date. Such items must be procured competitively to the extent practicable, at reasonable prices, from responsible sources selected fairly in a manner unimpaired by conflicts of interest or other malpractices. Receipt and proper use for activities within the scope of Project must be fully documented. The Recipient may hold title to goods that it purchases pursuant to this Article or that are purchased by CRDF on the Recipient's behalf, but it shall use them only for the purposes of the Project unless otherwise approved. Items over \$5,000 or local currency equivalent per unit acquisition cost shall be reported to CRDF and disposition instructions requested when the items are no longer needed for such purposes.
4. **Approvals.** All Agreement approvals must be in writing and requested by the Recipient from CRDF sufficiently before the desired action to permit due consideration, consultation and decision. If it is not possible to obtain prior written approval within such time frame, CRDF may ratify the action after the fact, but is not obligated to do so. The Recipient understands that approval requests may take time to process and may not always be granted. All decisions may be subject to Sponsor approval.
5. **Financial Management System.** Recognizing the importance of properly managing Project funds, the Recipient agrees to maintain a financial management system that will enable it to comply with all applicable Agreement requirements, including, but not limited to, the following minimum standards:
 - a. Provides accurate, current and complete financial information about activities funded under the Agreement.
 - b. Maintains records that adequately identify Project funds and the purposes for which they are used; supports accounting records with source documentation such as cancelled checks, paid bills, payrolls, and time and attendance records.
 - c. Applies internal controls that yield effective control over and accountability for all cash, property and other assets under the Agreement, safeguards such assets, and ensures that the assets are used only for authorized purposes.
 - d. Enables the Recipient to compare actual expenditures with the Budget.
 - e. Screens out costs that are not eligible for reimbursement under the Agreement.
 - f. Includes procedures to ensure that invoices and requests for Project support are issued only when the funds/support are actually needed for Project purposes.
 - g. Enables financial information such as expenditures in comparison to Budget figures to be related to performance data.

The Recipient agrees that CRDF, the Sponsor or its representatives may review the Recipient's financial management system at any time prior to execution of the Agreement, during the term of the Agreement, or during scheduled audits as provided for herein to determine whether it complies with the above requirements.

6. **Individual Financial Support (IFS).** Payments to individual Project Personnel will be made, to the extent possible, directly to bank accounts designated by CRDF for the benefit of the individual in accordance with current CRDF procedures.

7. Timekeeping. Eligible individual financial support costs will be based on level of effort of Project Personnel and must be supported by individual timesheets subject to the following provisions:
- Individual timesheets are to be maintained daily by Project Personnel and submitted to the Project Director on a monthly basis for review and approval. Timesheets are to be signed by both the requesting Project Personnel and the responsible Project Director.
 - Project Personnel may use either a CRDF-provided timesheet template or a template approved by the Sponsor and the Agreement Officer. Timesheets are to be completed based on actual time worked on CRDF-funded activities, with working hours being recorded on the provided timesheet template.
 - Project Personnel engaged in more than one concurrent CRDF project must complete one single timesheet recording hours spent for each project separately.
 - The Project Director is responsible for monitoring and documenting Project Personnel's compliance with timekeeping and reporting requirements; ensuring that Project Personnel are trained and informed on the timekeeping and reporting requirements; ensuring the timely collection of timesheets from all Project Personnel on the project each month; reviewing of timesheets for accuracy; certifying the accuracy of the timesheets collected; ensuring that payment requests are submitted to CRDF in a timely manner; and maintaining timesheet records for the Project.

Level of effort by Project Personnel is subject to Sponsor direction, oversight and approval.

8. Equipment. {Reserved}

9. Travel. {Reserved}

10. Fly America Act. {Reserved}

11. Intellectual Property. This Article governs the ownership and disposition of Intellectual Property ("IP") conceived or developed in the performance of this Agreement. For purposes of this Agreement, IP includes, without limitation, the rights relating to:

- Computer software and tools and applications and improvements thereof, object and source codes, algorithms and data
- literary, artistic and scientific works,
- inventions and improvements thereof in all fields of human endeavor,
- scientific discoveries,
- industrial designs,
- trademarks, service marks, and commercial names and designations,
- protection against unfair competition,
- and all other rights resulting from intellectual activity in the industrial, scientific, computer, information technology, literary or artistic fields.

The Recipient will provide the Sponsor with copies of any pre-existing written agreement, and/or a summary of the terms of any pre-existing oral agreement, that may affect the IP conceived or developed in the performance under this Agreement.

Intellectual Property rights shall be allocated as follows:

- Unless otherwise agreed, this Agreement shall not affect IP rights owned by the Recipient, Sponsor, Project Personnel and/or Secondary Collaborators/Contractors/Subgrantees prior to activation.
- Title to IP conceived or first developed in the performance of this Agreement shall vest in the party (including the Sponsor) or its personnel that conceived it in performance of this Agreement.
- IP jointly conceived by the Recipient and the Sponsor (and/or its personnel) shall be jointly owned by them.
- The Recipient and the Sponsor shall have a worldwide, non-exclusive, irrevocable, royalty-free right to use, disclose, reproduce, prepare derivative works, disseminate, distribute copies to the public and perform publicly and display publicly in any manner and for any purpose, and to have or permit others to

do so, all IP including all data, computer software and tools and applications and improvements thereof, object and source codes, algorithms, scientific and technical information and journal articles, reports, and books produced and arising under this Agreement (collectively the "Products"). All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless and author explicitly declines to be named.

- e. The rights of researchers and scientists visiting in furtherance of their education shall be governed by the rules of the host institution. Each visiting researcher and scientist named as an inventor or author shall have the right to national treatment regarding awards, benefits or other compensation, including royalties in accordance with the rules of the host institution.
- f. CRDF makes no claim to any IP conceived or developed in the performance of this Agreement.

The Recipient shall ensure that IP conceived or first developed in performance of this Agreement is promptly and effectively protected.

Disputes concerning IP conceived or first developed in performance of this Agreement should be resolved through discussions between the concerned parties. Any dispute not resolved in this manner within a reasonable time will be referred to and resolved by binding arbitration in an arbitral tribunal acceptable to both parties for arbitration by a single arbitrator in accordance with the applicable rules of international law. Each party will bear its own costs, provided, however, that the arbitrator may allocate all or any part of the prevailing party's costs (including, without limitation, reasonable attorneys' fees) to the non-prevailing party, as he/she deems equitable. The award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

Unless otherwise agreed in writing, the Recipient will continue to perform its respective obligations under this Agreement notwithstanding the existence of an IP dispute or the pendency of an arbitration proceeding. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

12. **Integrity and Ethics.** At all times during the Agreement Period, both in expending Project funds as well as in its other activities, the Recipient shall adhere to the highest standards of integrity and ethics. Without prejudice to the generality of the foregoing, the Recipient shall ensure that it has not provided or offered, and will not provide or offer, any corrupt, prohibited, unethical or even unseemly payment or other benefit directly or indirectly to CRDF, any government official(s), or any agent or representative of either of the foregoing.

The Recipient shall have in place established policies and procedures for the identification, reporting and investigation of misconduct. Any potential incidents of misconduct that, if valid, would cast significant doubt on the validity of the work performed under this agreement, shall be reported promptly, in writing, to CRDF.

13. **Conflicts of Interest.** The Recipient shall adhere to the highest ethical standards in all matters related to CRDF Agreement, and shall assure that the Project Personnel adhere to those standards. For purposes of this Article:

"Conflict of Interest" means a family or other personal relationship, a business or financial interest, or any other relationship, interest or activity that

- (i) impairs (or might impair) his/her objectivity in performing his/her obligations under this Agreement;
- (ii) makes him/her unable to render impartial assistance or advice under this Agreement; or
- (iii) gives him/her an unfair competitive advantage.

"Interest" means a relationship of any kind from which a person or organization derives (or might derive) pecuniary or in-kind benefits.

No Recipient or Project Personnel may participate in any decision involving the obligation of Project funds or the use or disposition of Project funds if he/she knows, or reasonably should know, that such participation involves an actual or potential Conflict or Interest, or the appearance of such a Conflict of Interest.

To implement this requirement the Recipient will:

Disclose promptly to CRDF and the Sponsor any close family relationship or interest that may constitute or create a Conflict of Interest or the appearance of a Conflict of Interest;

- Refrain from participating in, and from using his/her personal influence in connection with, decisions where such participation may involve a Conflict of Interest or the appearance of a Conflict of Interest except:
 - To provide information when requested, or
 - To provide information known to him/her indicating that a proposed or existing transaction could be contrary to this policy.
- Refrain from dealing on behalf of CRDF with organizations or persons on transactions involving the obligation of Project funds or the use or disposition of Project support except after full disclosure and with the express written authorization of Agreement Officer.
- Assure that Project Personnel comply with the requirements of this Article.

The Recipient will monitor its relationships and interests, and those of the Project Personnel, on an ongoing basis and will report any relationships or interests that might violate the provisions of this Article.

14. Whistleblower Policy. It is the policy of CRDF Global that grantees, vendors and contractors are encouraged and expected to report possible violations of laws, rules and regulations, as well as fraudulent or dishonest use or misuse of CRDF Global resources or property, violations of CRDF Global's conflict of interest policy and other serious misconduct. Reports may be made directly to CRDF Global management (who can be contacted via the main CRDF Global website www.crdfglobal.org or via the Global Compliance hotline available at <https://crdfglobal.alertline.com/gcs/welcome?locale=en>). All information will be treated confidentially and all complaints will be investigated by CRDF Global management and regularly reported to the Audit Committee of the Board of Directors. CRDF Global will not retaliate, nor will CRDF Global tolerate retaliation by any of its employees, against any grantee, vendor or contractor who makes a good faith report pursuant to this policy; even if an investigation shows that there has not been a violation.
15. Confidential Information. To enable the Contractor to conduct activities related to the SOW, it may be necessary for CRDF or CH2MHill to disclose proprietary or confidential information to the Contractor. In that regard, the Contractor agrees, for a period of five (5) years from the date of disclosure of information identified as proprietary or confidential by CRDF or CH2MHill, that the Contractor will treat the information in strictest confidence and will not disclose it to third parties unless the information:
- a. Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by the Contractor.
 - b. Prior to disclosure, was already in the Contractor's possession and not subject to an obligation of confidence imposed in another relationship.
 - c. Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to CRDF or CH2MHill with respect to the information.

The Recipient will not disclose the nature of the Project, or engage in any other publicity or public media disclosures with respect to this Agreement without the prior written consent of CRDF.

Written advance notice of at least forty-five (45) days will be provided to the Agreement Officer of the Recipient's intent to release findings of studies, which have the possibility of adverse effects on the public, CRDF or the Sponsor. If the Agreement Officer does not pose any objections in writing within the forty-five (45) day period, the Recipient may proceed with disclosure.

Whenever the Recipient is uncertain with regard to the proper handling of material under the award, or if the material in question is confidential information subject to this Agreement, the Recipient shall obtain a written determination from the Agreement Officer prior to any release, disclosure, dissemination, or publication.

16. Proprietary Information. Except when otherwise authorized in writing by CRDF or CH2MHill, all drawings, specifications, technical data, and other information furnished to Recipient, either by CRDF, CH2MHill, or

DTRA, or developed by Recipient or others in connection with the services rendered under this Agreement are, and will remain, the property of CH2MHill or DTRA, and may not be copied or otherwise reproduced or used in any way except in connection with the SOW, or disclosed to third parties or used in any manner detrimental to the interest of CH2MHill or CLIENT.

17. Debarment and Other Responsibility Matters. By signing this Agreement, the Recipient certifies that neither it nor any individual Project Personnel is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from activities subject to the debarment or suspension, by any US Federal, State, or local department or agency. The Recipient is responsible for notifying CRDF immediately in writing if it or individual Project Personnel becomes debarred, suspended, declared ineligible or voluntarily excluded from activities to subject to debarment or suspension or is proposed for debarment.
18. Compliance with Law. In performing its duties under the Agreement, the Recipient shall ensure that it strictly complies with all applicable laws and mandatory public policies (including, but not limited to, those relating to corporate operations, taxation, political contributions, employment and the environment), and shall be solely responsible for all costs, risks and delays resulting from doing so, or the failure to do so. The Recipient further acknowledges that, when applicable, it has the responsibility to obtain export licenses, or other export authority as may be required, with respect to activities undertaken in connection with this Agreement. The Recipient further understands and certifies that:
19. Export Compliance. The Recipient agrees that U.S. export control laws may govern aspects of the performance of this Agreement, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulation (ITAR). The Recipient will comply with such regulations and will not engage in any export transactions prohibited by these or other U.S. laws or regulations. All work produced by the Recipient that is deemed to be export controlled will be clearly marked with a legend on each page which states "Restricted access and distribution pursuant to U.S. export control laws."
20. Foreign Taxes and Related Considerations. Funds provided under this Agreement may not be used to pay any customs, duties, taxes, fees or other such levies and costs incurred within the territory of the Recipient's country. The Recipient shall inform CRDF immediately, in writing, of any tax or duty imposed on funds or materials provided by CRDF under this Agreement. The Recipient shall comply with all applicable local tax regulations and reporting requirements, and the Recipient may choose to seek advice from appropriate tax authorities or other professionals to ensure their compliance. At CRDF's request, the Recipient shall submit documentation to obtain additional certification of the Project's tax-exempt status in the country (or countries) where the project is performed. Specific instructions on requirements will be provided by CRDF. Failure to submit the required documentation in a timely manner as requested by CRDF may result in delays or suspension of payments.
21. Records. The Recipient will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Agreement. Recipient will provide copies of the information contained in its working files to CRDF upon request. The Recipient agrees [a] to keep complete records of all costs charged to the Agreement for at least seven years after the expiration of the Agreement or until such later date as any claim, audit or review begun before then is completed, and [b] to ensure that the foregoing are supported by adequate documentation. Records shall be kept in accordance with formally prescribed generally accepted accounting principles. Timely, unrestricted access to records shall be provided to CRDF, the Sponsor, and the Comptroller General of the U.S., or its representatives to make audits, examinations, excerpts, transcripts and copies for as long as the records are kept. Timely and reasonable access to Recipient personnel for interviews and discussions related to such records shall also be ensured.
22. Monitoring and Evaluation. CRDF and the Sponsor will appropriately monitor and evaluate ("M&E") the financial and programmatic progress of the Project. The Recipient agrees to cooperate with all reasonable requests for assistance in connection with such M&E, including but not limited to facilitating site visits, closely tracking the performance of work and impact of activities and maintaining and providing records or other information pertinent to such activities. The Recipient also agrees to prepare and submit required reports (if any) in a timely manner

23. Audits. At any time during or after the Agreement Period and/or closeout, CRDF reserves the right [a] for itself and/or its representatives or Funders to conduct limited-scope (agreed-upon procedures) audits of Agreement expenditures and other support; [b] to issue management decisions in response to any resulting finding(s); and [c] to adjust its records, and to require the Recipient to adjust its records, in accordance with such decisions. CRDF also reserves the right to take such other measures as it may deem necessary, in its sole discretion, as a result of such audits and audit findings.

24. Human and Animal Subjects Research.

Human Subjects

All research under this Agreement involving human subjects must be conducted in accordance with 32 CFR 219, 10 U.S.C. 980, and DoDD 3216.02, as well as other applicable federal and state regulations. The Recipient must be cognizant of and abide by the additional restrictions and limitations imposed on the DoD regarding research involving human subjects, specifically as regards vulnerable populations (32 CFR 219 modifications to subparts B-D of 45 CFR 46), recruitment of military research subjects (32 CFR 219), and surrogate consent (10 U.S.C. 980).

Animal Subjects

The Recipient shall adhere to DTRA local clause 252.235-9001 in all matters pertaining to animal subjects testing under this Agreement.

25. Environment, Health and Safety. In the performance of this Agreement, the Recipient will comply with all applicable environmental, health and safety laws of the United States. Agreement activity performed outside the United States will also be performed in compliance with all applicable laws and regulations of the host nation with regard to the environment, health and safety. In the event of conflict between US and host nation requirements, the Recipient will comply with those that are more stringent.

The Recipient is solely responsible for the health and safety of its own employees and its subcontractors. Recipient will comply with any owner or site controlling Recipient's health and safety plan, and all applicable federal, state and local laws and regulations related to health and safety. If this Agreement involves hazardous or toxic substances, Recipient will strictly comply with all safety or training requirements promulgated by law or regulation.

26. Terrorism. As a material condition of receiving the Agreement, the Recipient accepts the obligation to take all reasonable steps to prevent financing or any other form of material support being provided to terrorists and individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are otherwise associated with terrorists. With prejudice to the generality of the foregoing, the Recipient agrees to ensure that it does not engage in any transaction with or otherwise provide any financing or other material support to an individual or entity on the Specially Designated National (SDN) list issued by the Office of Foreign Assets Control of the US Treasury Department (<http://www.treas.gov/offices/enforcement/ofac/sdn>). The Recipient will also require all subcontractors and others with whom it deals under the Project to comply with this provision.

27. Prohibited Contractors and Companies. Under no circumstance shall the contractor 1) procure or enter into any contract for the procurement of any goods, technology or services, 2) provide any assistance or obligate funds for such purpose, and 3) import into the United States any goods, technology, or services produced or provided by any individual or company listed on the U.S. Department of State, Directorate of Defense Trade Controls list debarred parties. This list can be accessed at www.pmddte.state.gov/debar059.

28. Human Trafficking and Forced Labor. During the Agreement Period, the Recipient agrees to strictly comply with all applicable laws, rules and regulations to which compliance is required by any lawful jurisdiction governing the trafficking of persons, including the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery. The Recipient further agrees to ensure that its employees and subrecipients observe the same requirement and to disclose any information or allegations of violations that come

to its attention; failure to comply with the requirements of this Article may result in unilateral termination of the Agreement by CRDF without penalty or further payment.

29. **Nondiscrimination.** During the Agreement Period, the Recipient agrees that it will comply with the provisions of Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
30. **Liability.** The Recipient agrees and shall require individual Project Personnel to agree that CRDF and the Sponsor shall have no liability to the Recipient, Project Personnel or any other entity or person for any claims arising out of, or related to, the performance of this Agreement or the representations or warranties made by the Recipient and Project Personnel herein except if, and to the extent, due to the negligent, willful or intentional misconduct of CRDF, its officers, employees or agents. In addition, except as prohibited by applicable law, all parties to this Agreement assume their own respective liability that may be incurred, including attorney's fees, in defending any action as a result of performance under this Agreement to the extent such liability is a result of the party's negligent, willful or intentional misconduct. The Recipient is advised to take such steps as may be deemed necessary to insure or protect themselves, their employees and property.
31. **Patent and Intellectual Property Indemnity.** The Recipient indemnifies and shall defend and hold harmless CRDF and the Sponsor and their representatives from and against any and all claims, actions, losses, damages, and expenses, including attorney's fees, arising from any claim, whether rightful or otherwise, that any concept, product, design, equipment, material, process, copyrighted material or confidential information, or any part thereof, furnished by the Recipient under this Agreement constitutes any infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material or confidential information is limited or prohibited, the Recipient shall, at its sole expense, procure the necessary licenses to use the infringing or a modified but non-infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with the Sponsor's prior written approval, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material or confidential information; provided, however,
- a. That any such substituted or modified concepts, product, design, equipment, material, process, copyrighted material or confidential information shall meet all the requirements and be subject to all of the provisions of this Agreement, and
 - b. That such replacement or modification shall not apply to any concept, product, design, equipment, material, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specification) has been furnished in writing by CRDF or the Sponsor.
32. **No Third-Party Beneficiary.** Except as specifically set forth in this Agreement, this Agreement is not intended to create and does not create any rights in or benefits to any third party.
33. **Force Majeure.** No party shall be liable for any failure to perform its obligations under this Agreement, if such failure results from any Acts of God, Acts of War, riot, civil unrest, flood, earthquake or other similar cause beyond such party's reasonable control (including any mechanical, electronic or communications failure, but excluding failure caused by a party's financial condition or negligence).

A party experiencing a Force Majeure circumstance shall notify the other party(ies), in writing, as soon as possible describing the situation and its impact on the conduct of the Project. The term of this Agreement may be automatically extended by a period equivalent to the period of the force majeure. Should the force majeure situation make it impractical to continue with the execution of the Project, this Agreement may be terminated in accordance with the provisions of this Agreement.

34. **Suspension.** At any time during the Agreement Period, CRDF may suspend the Agreement for any reason for up to 60 days, or longer if deemed necessary. Suspension may be in whole or in part and shall be effective on the date stated in a written notice to the Recipient. The notice will identify the type of action taken and instruct the Recipient to cease incurring costs for Project activities, subject to any exceptions stated.

35. Termination. At any time during the Agreement Period CRDF may take any one or more of the following actions: [a] unilaterally terminate the Agreement for convenience with fifteen days' notice; [b] unilaterally terminate the Agreement due to the Recipient's material breach or noncompliance with the terms and conditions of the Agreement, Recipient insolvency, or upon the direction of the Sponsor or any cognizant government official or requirement of applicable law; [c] terminate by mutual agreement of the Parties; or [d] terminate at the Recipient's request. Termination shall be effective on the date stated in a written notice to the Recipient. The notice will identify the type of action taken and instruct the Recipient to cease incurring costs for Project activities, subject to any exceptions stated. Unilateral notices of termination (except for material breach/noncompliance by Recipient, Sponsor or government direction or requirement of law, in which cases CRDF shall have no further liability) will ask the Recipient to promptly to submit a claim for reimbursement of eligible costs incurred before the termination effective date.
36. Resolution of Disputes. The Parties will exert their best efforts to consult and resolve all issues in connection with the Agreement amicably, equitably and in a mutually satisfactory manner. Issues that cannot be resolved by communications between the contact persons specified on the Cover Sheet will be reviewed by each Party's senior management. Any remaining issues may be resolved by any agreed non-judicial procedure, absent agreement on which the sole recourse of either Party shall be the courts in the Commonwealth of Virginia, USA. Claims may not include losses, damages or other relief based on harm that could have been avoided or mitigated by reasonable actions of the claiming Party or any exemplary, consequential or punitive damages, however described.
37. Governing Law. This Agreement, its making and performance, and the surrounding facts and circumstances shall be interpreted in accordance with the laws in effect in the Commonwealth of Virginia, USA, without effect to its conflict-of-law rules.
38. Amendments. The Agreement may only be modified by a written amendment signed by both Parties.
39. Issuance in Multiple Languages. For explanatory purposes or for the sake of clarification, this Agreement and associated documents may be translated into one or more languages other than English. In the event of the existence of such translations, the English-language version shall serve as the definitive version determining the interpretation of any provision contained herein.
40. Closeout. To facilitate timely closeout of the Agreement, the Recipient agrees to perform all of its Agreement obligations in a timely manner and to take all necessary and appropriate steps to assist CRDF in the closeout process. Closeout shall, in addition to such other steps as CRDF may reasonably request, follow standard CRDF procedures which include the following Recipient actions: [a] liquidation of unliquidated obligations, [b] submission of a Final Invoice, [c] refund of unobligated balances, [d] accounting for and if instructed by CRDF disposing of goods and other items procured with Project support; and [e] execution of an acceptable release. The Recipient agrees to complete all required closeout actions within thirty (30) days after expiration of the Agreement unless an extension is granted by CRDF.
41. Refunds. The Recipient agrees to promptly refund to CRDF (1) upon request at any time, whether during or after the Agreement Period, or prior to or after closeout, any costs charged to the Agreement or uses of other Project support that are determined to be ineligible in accordance with the terms and conditions of the Agreement; or (2) after expiration of the Agreement, any balance of Project funds not already expended or irrevocably obligated.
42. Offsets. CRDF may deduct from any payment all or part of any amount, whether in connection with the Agreement or any other agreement, owed to it by the Recipient.
43. Non-Waiver. Failure of either or both Parties to enforce any Agreement provision(s) shall not be deemed a waiver or Amendment of the Agreement or a waiver of any prior or subsequent breach.
44. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the Parties' respective heirs, executors, administrators, successors and approved assigns.

45. Assignment and Subagreements. The Recipient may not assign, subcontract, grant, subgrant or otherwise transfer any rights (including, but not limited to, claims and rights to receive payment) or obligations under the Agreement to any other person or entity without CRDF approval.
46. Severability. Any Agreement provision(s) determined by a court or other competent authority to contravene applicable law or mandatory public policy will be rendered void or unenforceable only to the extent of such contravention; remaining provisions shall continue in full force and effect and be construed to implement the Parties' intent to the maximum extent practicable.
47. Publications. The Recipient may not make any announcement, take any photographs or release any information concerning this Agreement, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from the Sponsor.

Notwithstanding the foregoing, the Recipient will include an acknowledgement of the US Government's support in the publication of any material based on or developed under this Agreement, stated in the following terms: "This material is based upon work supported by the Defense Threat Reduction Agency under Contract No. HDTRA1-08-D-0008."

All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Recipient, also contain the following disclaimer: "Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Threat Reduction Agency."

48. Administrative Requirements. The Recipient shall materially comply with the following federal requirements:

OMB Circular A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (2 CFR Part 215)

OMB Circular A-122: Cost Principles for Non-Profit Organizations (2 CFR Part 230)

OMB Circular A-133: Audits of States, Local Governments and Non-Profit Organizations

The full text of these requirements may be obtained at: http://www.whitehouse.gov/omb/circulars_default/

ATTACHMENT E

ARTICLES INCORPORATED BY REFERENCE

This Agreement incorporates the following clauses by reference, with the same force and effect as if they were given in full text.

The full text of a clause may be accessed electronically at the following sites:

FAR: <https://www.acquisition.gov/Far/> **DFARS:** <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

A. Federal Acquisition Regulation (FAR) Clauses By Reference

Clause	Title	Dollar Threshold	Subcontract Type
52.202-1	Definitions (July 2004)	All	All
52.203-3	Gratuities (Apr. 1984)	All	All
52.203-5	Covenant Against Contingent Fees (Apr. 1984)	All	All
52.203-6	Restrictions on Subcontractor Sales to the Gov't. (Sept. 2006)	>\$100K	All
52.203-7	Anti-Kickback Procedures (July 1995)	>\$100K	All
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan. 1997)	>\$100K	All
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (Jan. 1997)	>\$100K	All
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sept. 2005)	>\$100K	All
52.204-2	Security Requirements (Aug. 1996)	All	All involving access to classified information
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Aug. 2000)	>\$100K	All
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept. 2006)	>\$25K	All
52.211-15	Defense Priority and Allocation Requirements (Sept. 1990)	All	All if subcontract is rated
52.215-2	Audit and Records-Negotiation (June 1999)-Alternate II (Apr. 1998)	>\$100K	T&M, Labor Hour, Cost Reimbursement (CR)
52.216-7	Allowable Cost and Payment (Dec. 2002)	All	Cost Reimbursement
52.216-8	Fixed Fee (Mar. 1997)	All	Cost Reimbursement
52.222-21	Prohibition of Segregated Facilities (Feb 1999)	>\$10K	All
52.222-26	Equal Opportunity (Mar. 2007)	All	All
52.222-29	Notification of Visa Denial (June 2003)	All	All if 52.222-26 included & performance is in a foreign country
52.222-35	Affirmative Action for Special Disabled and Vietnam ERA Veterans and Other Eligible Veterans (Sept. 2006)	>\$25K	All
52.222-36	Affirmative Action for Workers With Disabilities (June 1998)	>\$10K	All
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec. 2004)	>\$100K	All
52.222-41	Service Contract Act of 1965, as Amended (July 2005)	>\$2.5K	All if service contract work performed
52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	>\$2.5K	All if service contract work performed
52.223-14	Toxic Chemical Release Reporting (Aug. 2003)	>\$100K	All
52.225-13	Restrictions on Certain Foreign Purchases (Feb. 2006)	All	All
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb. 2000)	All	All if contract translated into another language
52.227-1	Authorization & Consent (July 1995)	>\$100K	All
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement (Aug. 1996)	>\$100K	All
52.228-3	Worker's Compensation Insurance (Defense Base Act) (Apr. 1984)	All	All if public-work services outside US
52.228-7	Insurance-Liability to Third Persons (Mar. 1996)	All	All Cost Reimb. Other than Const. & A/E

52.229-6	Taxes – Foreign Fixed-Price Contracts (June 2003)	All	All if supplies or services provided outside US
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts (Mar. 1990)	All	All Cost Reimbursement
52.232-17	Interest (June 1996)	>\$100K	Negotiated with cost and pricing data required
52.232-20	Limitation of Cost (Apr. 1984)	All	All fully funded Cost Reimb.
52.233-4	Applicable Law for Breach of Contract Claim (Oct. 2004)	All	All
52.242-1	Notice of Intent to Disallow Cost (Jan. 1991)	All	All Cost Reimb. And Fixed Price incentive
52.242-4	Certification of Final Indirect Cost (Jan. 1997)	All	All Cost Reimbursement
52.242-13	Bankruptcy (July 1995)	>\$100K	All
52.244-5	Competition in Subcontracting (Dec. 1996)	>\$100K	All
52.244-6	Subcontracts for Commercial Items (Mar. 2007)	All	All
52.245-1	Government Property (June 2007)	All	All
52.245-9	Use and Charges (June 2007)	All	All if 52.245-1 included
52.246-25	Limitation of Liability-Services (Feb. 1997)	>\$100K	All services
52.247-63	Preference for U.S. Flag Air Carriers (June 2003)	>\$100K	All if paying for international air transportation of personnel
52.248-1	Value Engineering (Feb. 2000)	>\$100K	All
52.249-14	Excusable Delays (Apr. 1984)	All	All Cost Reimbursement

A. Defense Federal Acquisition Regulation Supplement (DFARS) Clauses By Reference

252.203-7001	Prohibition on Persons Convicted or Fraud or Other Defense-Contract Related Felonies (Dec. 2004)	>\$100K	All
252.204-7000	Disclosure of Information (Dec. 1991)	All	All
252.204-7003	Control of Government Personnel Work Product (Apr. 1992)	All	All
252.209-7004	Subcontracting with firms that are owned or controlled by the government of a terrorist country (Dec. 2006)	All	All
252.215-7000	Pricing Adjustments (Dec. 1991)	All	All
252.222-7006	Combatting Trafficking in Persons (Oct. 2006)	All	All outside US
252.225-7012	Preference for Certain Domestic Commodities (Dec. 2008)	>\$100K	All
252.227-7013	Rights in Technical Data- Noncommercial Items (Nov. 1995)	All	All
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (June 1995)	All	All
252.227-7016	Rights in Bid or Proposal Information (June 1995)	All	All
252.227-7034	Patents-Subcontracts (Apr. 1984)	All	All if R&D work
252.243-7002	Request for Equitable Adjustment (Mar. 1998)	All	All
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Aug. 2009)	All	All
252.247-7023	Transportation of Supplies By Sea (May 2002) Alt I	All	All
252.247-7024	Notification of Transportation of Supplies By Sea (Mar. 2000)	All	All
252.227-7030	Technical Data – Withholding of Payment (Mar. 2000)	All	All
252.209-9000	Organizational Conflicts of Interest (Feb 2006)	All	All
252.223-9002	Protection of Human Subjects (Apr 2005)	All	All
252.225-9005	Umbrella Agreement – Georgia (Jul 2007)	All	All

ATTACHMENT F
INDIVIDUAL GRANT AGREEMENTS