



PROJECT AGREEMENT #G-1683p

BETWEEN

THE INTERNATIONAL SCIENCE AND TECHNOLOGY CENTER,

THE NATIONAL CENTER FOR DISEASE CONTROL AND PUBLIC HEALTH AND

THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA

Distribution and diversity of Bartonella pathogens among people and animals in Georgia and evaluation of factors associated with the emergence of bartonellosis

Operative Commencement Date: December 1, 2013

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HAVE AGREED AS FOLLOWS:

Article 1 - Scope of the Agreement

- 1.1 The Recipient shall carry out the work plan set forth in Annex I according to the conditions of the Agreement, subject to the provisions of the ISTC Agreement, the ISTC Protocol, the Statute of the Center (hereinafter referred to as "the ISTC Statute"), and the Principles for Partner Participation in ISTC Activities, which govern in case of conflict. The activities carried out under the Agreement are entitled: **Distribution and diversity of Bartonella pathogens among people and animals in Georgia and evaluation of factors associated with the emergence of bartonellosis**; (hereinafter referred to as "the Project").
- 1.2 Subject to any special conditions in Article 11 or any amendments or exclusions by any other Articles, the detailed terms of the Agreement are specified in the Annexes that form an integral part of the Agreement. In the case of conflict between any provision in the Annexes and any other provision of the Agreement, the latter shall prevail.
- 1.3 The Partner may request through the Center access to the Project site for the consultation on and the evaluation of the progress of the Project. The Recipient shall use its best efforts to comply with such requests.

Article 2 - Duration of the Project

The duration of the Project is estimated to be 18 months from Decemer 1, 2013 (hereinafter referred to as "the Operative Commencement Date").

Article 3 - Sub-agreements with Other Participating Institutions

There are no sub-agreements relating to the Agreement.

Article 4 - Financial Contribution of the Partner through the Center

- 4.1 The total cost of the Project to the Center shall not exceed US\$ 100,000.00 (One hundred thousand dollars and zero cents). This total includes:
- (1) items to be reimbursed in cash to the Recipient in accordance with Article 4.3,
- (2) grants in cash to be made by the Center directly to the individual participants in the Project (hereinafter referred to as "Individual Participants") for financial support of the Individual Participants in accordance with Article 4.4, and
- (3) items to be provided in-kind by the Center to the Recipient in accordance with Article 4.5.

After further consideration of the costs and availability of the items to be provided, the Recipient may, with the concurrence of the Center's representative, interchange items between Articles 4.3 and 4.5 with corresponding adjustments of the cost estimates for each Article.

- 4.2 The Partner shall provide to the Center project funds consistent with the bilateral financial Memorandum of Agreement between the Center and the Partner no later than the Operative Commencement Date of the Project.
- 4.3 The Center shall reimburse the Recipient for expenditures by the Recipient in accordance with Annexes I and II. The estimated cost of such expenditures is US\$8,358.
- 4.4 The Center shall make direct grants in dollars to Individual Participants in the Project in accordance with Annex I at an estimated cost of US\$50,430. This amount can be increased at the request of the Recipient and with the concurrence of the Center's representative and of the affected Individual Participants provided the costs of Article 4.3 and/or Article 4.5 are reduced accordingly.



4.5 The Center's in-kind contributions to the Recipient are estimated at US\$41,212. These in-kind contributions will be provided in accordance with the lists of items to be provided and the timetables set forth in Annex I in order to enable the Recipient to meet the work schedule for the Project. Failure by the Center to provide the in-kind contributions in a timely manner may give rise to a modification of the relevant provisions of the Agreement.

The Center's in-kind contributions, which are provided for exclusive use on the Project by the Recipient during the lifetime of the Project, include the following categories of items:

- 4.5.1 The Center shall provide in-kind equipment to the Recipient (if any) in accordance with Annex I (hereinafter referred to as "Center Provided Equipment"). Center Provided Equipment will be delivered to the Recipient at a CIS customs entry point specified by the Center. The Center will be responsible for clearance through customs, and the Recipient will be responsible for transporting the equipment from the customs entry point to the site of the Project. The equipment shall be inventoried, preserved, accounted for, and maintained throughout the Project by the Recipient. The equipment shall be used only in areas that are open for monitoring and auditing in accordance with Article 9. The title to Center Provided Equipment with an acquisition per item cost of less that \$2,500 will vest in the Recipient once it has been provided. The title to all other Partner Provided Equipment will remain with the Center, unless mutually agreed otherwise.
- 4.5.2 The Center shall provide in-kind materials in accordance with Annex I (hereinafter referred to as "Center Provided Materials"). Center Provided Materials will be delivered to the Recipient at a CIS customs entry point specified by the Center. The Center will be responsible for customs clearance, and the Recipient will be responsible for transporting the materials to the site of the Project.
- 4.5.3 The Center shall provide in-kind services (if any) in accordance with Annex I (hereinafter referred to as "Center Provided Services").
- 4.5.4 The Center shall provide in-kind international travel by the Recipient in accordance with Annex I (hereinafter referred to as "Center Provided Travel"). The cost of the Center's contribution will not exceed US\$11,000.

Center Provided Travel will be undertaken by participants in the Project only after advance approval for each trip by the Partner and notification to the Center. The Recipient shall send to the Partner and Center requests for travel not less than 30 days prior to the beginning of each trip unless a shorter time for advance request is approved by the Partner and then by the Center for a specific trip. The Center will provide directly to the traveler the funds to cover such travel, provided that such travel is approved by the Partner prior to the beginning of the travel.

The Center's responsibility does not include making arrangements for visits, passports, visas, or travel reservations but is limited to providing financial support, including funds to cover the costs of passport and visa fees as well as transportation and lodging, in accordance with the travel regulations of the Center.

The Recipient is responsible for ensuring that the financial support requested pursuant to this paragraph does not exceed the financial limit set forth above.

4.5.5 The Center shall provide in-kind the costs of certain bank transfer fees in accordance with Annex I (hereinafter referred to as "Center Provided Bank Fees"). They will be limited to fees necessary to transfer funds into the bank account or accounts of the Recipient and fees associated with the payment of cash to Individual Participants in the Project. They will be paid directly by the Center to the appropriate banks.

Article 5 - Cash Payments by the Center to the Recipient

5.1 Pursuant to Article 4.2, the Center shall make its payments to the Recipient through Dedicated Bank Account(s), as set forth in Article 6. 6 of Annex II in banks acceptable to the Center.



An advance payment of US5,233 which is the estimated level of expenditures by the Recipient during the first six months of the Project, as soon as possible following the Operative Commencement Date;

Quarterly payments within one month of the receipt by the Partner and Center of progress or annual reports and associated cost statements in accordance with Article 7 and Annexes II and III. The amounts of the payments shall be estimates by the Center of the funds required to support the work plan set forth in Annex I during each of the succeeding quarters taking into account the cost statement from the previous period;

A retention shall be made by the Center of US\$2,620. The retention shall be released to the Recipient within one month following the approval by the Partner and Center of the last technical or financial document

or other deliverable required by the Agreement.

5.2 Pursuant to Article 4.4, the Center shall make grant payments directly to Individual Participants in accordance with letters of agreement between the Center and the Individual Participants. The Center shall ensure that banking arrangements are established for these payments.

At the end of the third month following the Operative Commencement Date and every three months thereafter throughout the duration of the Project, the Recipient represented by the Project Manager who is identified in Annex I will provide the Partner and the Center with a list of grant payments that are due at that time to Individual Participants in accordance with the payment levels set forth in Annex I and the amount of time devoted to the Project by each Individual Participant as certified by the Project Manager. Such payments will then be promptly made as appropriate by the Center.

Since the Individual Participants will remain employees of the Recipient, the Center's act of direct grant payments to the Individual Participants will not transfer from the Recipient to the Partner or the Center any liability for damages caused by the Individual Participants during execution of the Projects or any liability for damages to the Individual Participants during execution of the Project.

Article 6 - Cost Statements by the Recipient

6.1 Quarterly cost statements shall be submitted by the Recipient to the Partner and the Center as follows:

To the Center, the Partner and the U.S. Counterpart Scientist:

English: one copy via electronic transmission (e-mail or on diskette) and one printed copy;

The first statement is to be submitted no later than four months after the Operative Commencement Date and will cover the first three months of Project activity. Subsequent statements are to be submitted at three-month intervals following submission of the first statement. The statements will be appended to the relevant technical reports specified in Article 7. The cost statements will include the costs of grant payments directly to Individual Participants, but the requests for such grant payments in accordance with Article 5 should not be delayed pending preparation of the entire quarterly cost statements called for in this Article. Such payments may be nevertheless suspended by the Center in case if the cost statement for the previous quarter was not yet submitted to the Center.

6.2 A consolidated cost statement shall be submitted by the Recipient to the Partner and the Center within two months of the completion, cessation or termination of the work financed by the Partner as follows:

To the Center, the Partner and the U.S. Counterpart Scientist:

English: one copy via electronic transmission (e-mail or on diskette) and one printed copy;

If such a statement is not submitted on time, the Center or the Partner may request in writing its submission. If the Center and the Partner do not receive the submission within thirty days after such a written request, the Center, in consultation with the Partner, may consider the previously claimed costs to be final and determine to make no further reimbursement.

6.3 Cost statements shall comply with the formats prescribed in Annex III.



Article 7 - Reports and Other Project Outputs

7.1 The Recipient shall submit the following reports in accordance with the format prescribed in Annex III as follows:

To the Center, the Partner and the U.S. Counterpart Scientist:

English: one copy via electronic transmission (e-mail or on diskette) and one printed copy;

It is the responsibility of the Recipient, in consultation with the Partner, to indicate clearly what parts of reports and other project outputs contain invention or business confidential information and specify any limitations on circulation. For each report or other project output, an unrestricted version shall also be provided. All reports containing invention or business confidential information shall be handled by the Center according to established internal procedures.

- Quarterly progress reports covering each three-month period following the Operative Commencement Date
 to be submitted within one month after the end of each reporting period.
- Annual reports. For projects of duration of more than one year, an annual report will be submitted 13 months
 after the Operative Commencement Date and will cover the first year of project activity. For projects of
 duration of more than two years, a second annual report will be submitted 12 months later.
- Other reports. The Recipient and the Partner will define other reports in Annex I.
- A final report. A draft final report will be submitted to the Center and the Partner within two months of the completion of the Project work plan, cessation or termination of the Agreement, or the agreed completion date of the Agreement, whichever is the earliest. The Partner, in consultation with the Center, shall submit to the Center and Recipient its evaluation and comments on the draft final report within two months after receipt of the latter. The definitive final report will then be submitted by the Recipient to the Center and the Partner within one month after receipt of the Partner's evaluation. If the Partner does not submit an evaluation within two month, the draft final report shall be considered the definitive final report.
- Edited reports for publication will be provided as specified in Article 4.1 (c) of ANNEX II.
- 7.2 For the purposes of the Agreement, "deliverables" are defined as any significant outputs, including all reports, of the Project to be submitted in accordance with Annexes I, II and III.

Article 8 - Ownership and Exploitation of Results

- 8.1 The results arising from the Agreement shall be allocated between the Recipient and the Partner in accordance with Part E of Annex II. The Recipient and the Partner shall take appropriate action to exploit or commercialize the results and to make available the results to third parties in accordance with the framework specified in Part E of Annex II. Cooperation agreements with foreign institutions complementing, but not conflicting with, this Framework may be entered into by the Recipient and the Partner.
- 8.2 Prior to completion of the Project, the Recipient shall submit to the Center a Technology Implementation Plan developed in consultation with the Partner. For projects with a duration of eighteen months or longer, this Plan will be submitted 6 months prior to the anticipated Project completion date. For projects with a duration of less than eighteen months, the Plan will be submitted three months prior to the anticipated Project completion date.
- 8.3 Exploitation of results shall be limited to applications for peaceful purposes. In this regard, the Recipient and the Partner shall ensure that any results which could result in concerns over proliferation of weapons technology and transfer of sensitive technologies will be protected in accordance with relevant laws of the Republic of Georgia and international agreements and conventions to which Party.



Article 9 - Auditing and Monitoring

- 9.1 Access by the Center to carry out on-site monitoring of all technical activities of the Project shall be granted by the Recipient, and information and assistance shall be given for the verification and evaluation of the Project activities as set out in Annex II.
 - 9.2 Financial audits of costs may be carried out by the Center as specified in Annex II.
- 9.3 Auditing and Monitoring of institutions located in closed cities shall be carried out according to the procedures adopted at the sixth Governing Board Meeting of the Center.

Article 10 - Amendments, Variations, or Additions

The provisions of this Agreement and its Annexes may be amended or supplemented only by means of a written agreement signed by authorized representatives of the Signatory Parties. However, operational changes in Annex I, other than changes in the Project Manager, the Participating Institution, daily rates of leading persons of the Project and the overall schedule, can be made by agreement between the Center and the Recipient.

Article 11 - Special Conditions

11.1 With respect to the Protection of Human Subjects

- (i) The CDC has reviewed the proposed activities and found that they do consist of research involving human subjects.
- (ii) The project proposal must be reviewed in accordance with the U.S. law and international policies and regulations regarding biomedical research involving human subjects
- (iii) The Implementing Agencies shall be responsible for ensuring that any research work conducted under this project Agreement shall be carried out consistent with The Public Health Service Act as Amended by the Health Research Extension Act of 1985 and the Federal Policy for the Protection of Human Subjects of 1991
- (iv) The Recipient and the Partner shall follow the principles of *The Belmont Report, Principles and Guidelines for Protection of Human Subjects of Research* or *The World Medical Association Declaration of Helsinki, Recommendations Guiding Medical Doctors in Biomedical Research Involving Human Subjects*, adopted by the 18th World Medical Assembly and revised in 1989.

11.2 With respect to the use of Laboratory Animals

- (i) Laboratory animals and/or endangered species are not expected to be a subject of this research or be involved during the execution of work under this specific project.
- (ii) However, if this proves otherwise, the project proposal must be reviewed in accordance with the U.S. law and international policies and regulations regarding biomedical research involving laboratory animals
- (iii) The Implementing Agencies shall be responsible for ensuring that any activity carried out pursuant to this agreement and involving laboratory animals is in compliance with the Foreign State of Compliance, International Guiding Principles for Biomedical Research and the Public Health Service Policy on Humane Care and Use of Laboratory Animals as revised in September of 1986

11.3 With respect to transport of Biological Samples

Any export/import involving transportation of biological samples shall be conducted in accordance with the existing laws, regulations, and administrative procedures of the United States of America and the Republic of Georgia. For current information regarding this issue please contact the following:



- (i) For U.S. exports: Department of Commerce, Bureau of Export Administration at (202) 482-4811.
- (ii) For U.S. imports of etiologic agents of humans: Centers for Disease Control and Prevention, Office of Health and Safety at (404) 639-2453.
- (iii) For U.S. imports of etiologic agents of livestock, poultry and other animals: United States Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services at (301) 734-3277.

11.4 With respect to Manipulation of Genetic Material through the Use of Recombinant DNA Techniques

- (i) The CDC has reviewed the proposed activities and found that they do not consist of research involving recombinant DNA techniques for genetic manipulation.
- (ii) However, if this proves otherwise, the project proposal must be reviewed in accordance with applicable U.S. law and international policies and regulations, including the current "NIH Guidelines for Research Involving Recombinant DNA Molecules." These guidelines can be found on the NIH website at http://www.nih.gov/od/oba or from the NIH Office of Recombinant DNA Activities (301-496-9838).
- (iii) The BTEP Advisory Group may ask the investigators to initiate a review by the appropriate Recombinant DNA Advisory Committee (RAC) or Institutional Biosafety Committee (IBC) at any time.

Article 12 - Disputes

Disputes arising during performance of this Agreement including, in particular:

- (i) A claim by the Recipient for any payments deemed due;
- (ii) An interpretation of a provision of the Agreement; or
- (iii) A request for relief or approval related to the Agreement,

shall be subject to the following procedure:

The Recipient shall submit any claim, demand, or request in writing to the Partner and to the Center. The Partner and the Center will prepare a joint response. Unless a longer period is specified in the Agreement, the written decision of the Partner and the Center shall be delivered to the Recipient within four weeks of the receipt of the submission.

Exceptionally, the Recipient may appeal the Partner's and Center's decision in writing through the Executive Director of the Center to the Governing Board of the Center within four weeks of the communication of the Partner's and Center's decision.

The decision of the Governing Board shall be final and binding (unless otherwise provided). Pending the final settlement of disputes, the Recipient shall, nevertheless, proceed diligently with the performance of the Agreement.

Article 13 - Liability

- 13.1 The Partner and the Center shall not be liable for any material loss, damage, or injury of any nature arising from, or in connection with, the performance of the work under the Agreement solely by virtue of financing the Project, including liability from direct grant payments to Individual Participants as set forth in Article 5.2.
- 13.2 The Partner and the Center shall not be liable to the Recipient or third parties for claims arising from:



- publication or transmission of any report in accordance with Articles 4 and 13 of Annex II unless it is shown that the Partner or Center have not taken reasonable steps to protect material clearly indicated as invention or business confidential information;
- the application of the contents of any report by a third party; or
- the handling or use of products which result from the Project.
- 13.3 The Center shall not be liable for nonperformance by the Partner or the Recipient of their obligations under the Agreement.

Article 14 - Suspension and Termination of the Agreement

14.1 Suspension

14.1.1 If the Center identifies a problem with the Project's performance through audit, monitoring, annual reports or other ways, and discussions between the Center and the Recipient which shall ensue pursuant to a notice given by the Center to the Recipient do not produce any results, the Center shall reserve the right to suspend, in consultation with the Partner, the project or, when feasible from technical and other points of view, a part of the Project, within thirty days after the Center issues to the Project Manager a notification of suspension which specifies the problem, the effective date and the period of the suspension. In case auditing and monitoring procedures stipulated in the Agreement and Annex II are breached by the Recipient, the suspension shall come into force ten days after the notification given to the Recipient if no corrective action has been taken during this period.

When the suspension becomes effective, the Center shall pay grants to the individual participants for the period they were engaged in the Project before the Center's declaration of suspension becomes effective. Any other payments or in-kind supplies to the Recipient shall in principle be suspended as long as the suspension remains in effect. The Recipient shall act in due diligence to mitigate any losses which may arise during this period.

Even when the suspension is in effect, the Center and the Recipient shall do the utmost to find a possible solution to the problem.

14.1.2 In case the Center and/or the Partner does not fulfill its obligations arising from the Project, namely in relation to Article 2 and 3, the Recipient shall reserve the right to suspend the Project within thirty days after the Recipient issues to the Executive Director of the Center a notification of suspension which specifies the problem, the effective date and the period of the suspension. Clauses of paragraph three of 14.1.1 shall be applied here as well.

14.2 Termination

14.2.1 When the Project is suspended by the Center, and the period of the suspension which is specified in the Center's notification expires and the Center and the Recipient are unable to find a solution, the Center shall, in consultation with the Partner, terminate the Project. In the event of partial suspension, the Center and the Recipient shall negotiate and agree upon possible measures including partial termination of the Project. If these negotiations do not produce any viable alternative plan, the Center shall reserve the right to terminate the entire Project.

Notwithstanding the termination, the Recipient shall submit reports and cost statements covering the period up to the termination and the following provisions of the Agreement shall continue to apply: Article 12 (Disputes), Paragraph 7 (Accounting Principles, Allowable Costs, and Transfer of Costs) and 8.2 (Equipment) of Annex I of the Agreement, and Part E of Annex II of the Agreement (Information and Intellectual Property).

If the Project is terminated, costs shall be limited to the allowable costs incurred by the Recipient prior to the suspension and other costs which the Center considers to be fair and reasonable having regard to commitments which have been reasonably entered into and which cannot be canceled or avoided.

- 14.2.2 When the Project is suspended by the Recipient, and the period of the suspension which is specified in the Recipient's notification expires and the Recipient and the Center are unable to find a solution, the Recipient shall terminate the Project. Clauses of paragraphs two and three of 14.2.1 shall be applied here as well.
 - 14.3 Termination by Force Majeure Situations



When Force Majeure situations occur which make the Project implementation impossible, the Center in consultation with the Partner and the Recipient may terminate the Project with application of similar procedures as specified above.

14.4 Termination Forced due to the Violation of Laws or Regulations by the Recipient

When the Recipient has committed actions which obviously violate the national laws of the state where the Recipient is a legal entity or which obviously are contrary to the stated objectives of the Center or to other conditions specified under the ISTC Agreement or the ISTC Statute, the Center shall terminate the Project with immediate effectiveness upon written notification of termination to the Recipient. In this case, the Recipient shall promptly return to the Center all payments and goods previously provided to the Recipient. Notwithstanding any termination, Part E of Annex II of the Agreement will continue to apply.

Article 15 - Correspondence

15.1 Any written notice, request or consent required under the Agreement is deemed to have been given or made when delivered in person to an authorized representative of a Signatory Party or when sent by mail, telex, telegram, electronic mail or facsimile (receipt acknowledgment required) to such Signature Party at the following address:

For the Center:
International Science and Technology Center
32-34 Krasnoproletarskaya Str.,
Moscow 127473, Russia
Facsimile: +7(499)978-4926
Senior Project Manager: Melnikov Vyacheslav

For the Recipient: National Center for Disease Control and Public Health 9 Asatiani Str, Tbilisi, 0177, Georgia Facsimile: +995 32 2 31 14 85 Project Manager: Lile Malania

For the Partner
U.S. Centers for Disease Control and Prevention
1600 Clifton Road NE, Mailstop A-05
Atlanta, GA 30329, USA
Facsimile: +1(404) 235 0293
BTEP Program Manager: David Bull

For the U.S. Counterpart Scientist: US Centers for Disease Control and Prevention 3156 Rampart Road Fort Collins, Colorado, 80521, USA Facsimile: 1-970-226-3568 Bartonella Laboratory Chief: Michael Kosoy

15.2 Notice will be deemed to be effective as follows:

(i) in the case of personal delivery or mail, on delivery;
 (ii) in the case of telexes, telegrams, electronic mail or facsimiles, within one (1) working day following confirmed transmission. A signed original will be provided by mail in all cases.

15.3 Each Signatory Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Article.



Article 16 - Annexes

As specified in Article 1.2, the Annexes are an integral part of the Agreement. They are:

Annex I

Work Plan

Annex II

General Conditions

Annex III

Formats for Progress and Cost Reports

Annex IV

Disclaimer

Article 17 - Entry into Force of the Agreement

The Agreement shall enter into force on December 1, 2013.

Prepared in Moscow in the English language.

For the Center

For the Recipient

For the Partner

Leo Owsiacki

Executive Director ISTC

250et 2013

(date)

Amiran Gamkrelidze General Director National Center for Disease Control and Public Health

6.11.2013.

(date)

David Bull BTEP Program Manager U.S. Centers for Disease Control and Prevention Program (BTEP)

No. 18, 293

(date)

ANNEX I



Work Plan I. Summary Project Information

1. Project Title

Distribution and diversity of Bartonella pathogens among people and animals in Georgia and evaluation of factors associated with the emergence of bartonellosis

2. Project Manager

Name: Lile Malania		
tle MD, Ph.D Position Chief Specialist :		
Street 9 M. Asatiani str. address:		
City: Tbilisi	Region:	
ZIP: 0177	Country: Georgia	
Tel.: +995 595 95 61 10	Fax: +995 32 2 31 14 85	
E-mail: malanial@yahoo.com; and	hrax@ncdc.ge;	

3. Participating Institutions

3.1. Leading Institution

Short NCDC reference:	
Full name: National Center for Disease	Control and Public Health
Street 9 M. Asatiani str. address:	
City: Tbilisi	Region:
ZIP: 0177	Country: Georgia
Name of Signature Amiran Ga Authority:	
Title MD, Ph.D	Position General Director of NCDC
Tel.: +995 32 231 17 55	Fax: +995 32 231 17 55
E-mail: a.gamkrelidze@ncdc.ge	
Governmental Ministry of Healt Agency:	h, Labor and Social Affairs of Georgia

3.2. Other Participating Institutions

None

5-2462



4. Foreign Collaborators/Partners

4.1. Collaborators

Institution Division of Vector-Borne D:	viseases, Centers for Disease Control and Prevention
Street 3156 Rampart Road address:	
City: Fort Collins	Region/State: Colorado
ZIP: 80521	Country: USA
Person: Michael Kosoy	
Title: Bartonella Laboratory Chief	Position Research Biologist
Tel.: 1-970-266-3522	Fax: 1-970-226-3568
E-mail: MCK3@CDC.GOV	

4.2. Partners

Institution U.S. Centers for Diseas	e Control and Prevention	
Street 1600 Clifton Road N	IE, Mailstop A-05	
City: Atlanta	Region/State: GA	
ZIP: 30329	Country: USA	
Signature David Bull Authority:		
Title PhD	Position BTEP Program Manager	
Tel.: + 1(404) 639-7356	Fax: +1(404) 235 0293	
E-mail: dbull@cdc.gov		
Project David Bull Coordinator:		
Title PhD	Position BTEP Program Manager	
Tel.: + 1(404) 639-7356	Fax: +1(404) 235 0293	
E-mail: dbull@cdc.gov		

5. Project Duration 18 months

6. Project Location and Equipment

Institution	Location, Facilities and Equipment
Leading Institution	Tbilisi, Georgia, National Center for Disease Control and Public Health Rooms available for research: #202, 707, - office, 609, 610 - animal and vector samples initial processing; #607 - bacteriology for animal and vector samples; #714 - clinical samples receiving and processing; #712 - bacteriology for clinical samples; #710 - serological study on IFA assay. Available main equipment: Biological Safety Cabinet, Class II, type 2A/B3, Incubators, CO ₂ Incubators, Refrigerators, -80° C Freezers, Fluorescent microscope, Thermocyclers, Techne, Light Cycler Roche 2.0, Thermo-mixer, Eppendorf, Ultracentrifuge, Centrifuge, Horizonta and vertical electrophoresis equipment, Gel documentation and analysis system BioRad, Serva; PFGE BioRad CHEF-DR-II System; Blotting and Hybridization Equipment; Genetic Analysis System CEQ-8000 Beckman Coulter, Sequencer - AB 3130XL; WGS - Illumina MiSeq platform; PCR Workstations

6.2-01



II. Specific information

1. Introduction and Overview

Only few years ago the diseases caused by *Bartonella* spp. were viewed as medical curiosities. *Bartonella* species have been infecting humans for thousands of years, as demonstrated by *Bartonella quintana* DNA in a 4000 year old tooth. The genus is named after Alberto Leonardo Barton Thompson, a Peruvian scientist born in Argentina. However, over the last several years *Bartonella* spp. has drawn the attention of researchers throughout the world as causative agents of a wide spectrum of human diseases. During recent years it has become apparent that *Bartonella* species are associated with many illnesses other than the previously recognized cat-scratch disease, trench fever, Carrion's disease, neuroretinitis, Peliosis hepatis and bacillary angiomatosis. The spectrum of clinical illness varies with the species causing the infection, but even among patients infected with the same species, the clinical features can be surprisingly variable. *Bartonella*-associated illnesses involve a broad spectrum of signs and symptoms, including chronic bacteremia, fever, skin disorders, endocarditis, myocarditis, lymphadenopathy, and other manifestations in the central nervous system, liver, eye and bone tissues. While recognized species of *Bartonella*, including *B. bacilliformis*, *B. henselae*, and *B. quintana*, are responsible for many of these entities, some reports have indicated that rodent-associated *Bartonella* are likely to be human pathogens.

Therefore, characterizations and comparative studies of *Bartonella* strains obtained from rodents and those obtained from humans can facilitate the identification of potential reservoir hosts, and will supply us with information on the diversity of *Bartonella* species in mammalian populations. Application of moleculargenetics approaches (direct DNA amplification) will enable us to improve techniques for detection of uncultured *Bartonella* species in environmental and clinical specimens.

These studies are extremely timely for Georgia, because studies of *Bartonella* spp. have not been carried out in the country yet. The prevalence, diversity, and host specificity of *Bartonella* spp. in pets and wild animals have not been studied in Georgia as well.

Bacteria of Genus Bartonella

The genus *Bartonella* was named after A.L. Barton, who described in 1909 the bacterium *Bartonella baciliformis*, which is found in red blood cells of patients from mountain areas of South America. According to contemporary classification the genus *Bartonella* is a member of α₂ subgroup *Proteobacteria* and includes the representatives of earlier independent genera *Bartonella*, *Rochalimaea* and *Grahamella*. *Bartonella baciliformis* and *Bartonella quintana* are the representatives of genus studied in most details. During the last few years new species of *Bartonella* were isolated and characterized. Among the new species are *B.henselae* and *B.elizabethae*, both of which are especially interesting as human pathogens.

Lately molecular approaches (hybridization, 16S RNA subunit genes sequencing, restriction fragments length polymorphism and others) have become widely used for determining the taxonomic position of microorganisms and for the analysis of their interspecies differences.

Bartonella are small $(0,6-1,0 \mu m)$ gram negative oxydase negative aerobic bacteria that grow at 35-37°C in a 5% of carbon dioxide atmosphere on rich nutrient media which contain blood; they are forming visible colonies within 7-14 days. In contrast *B. baciliformis* grow well at 25-28°C without additional CO_2 . These bacteria are capable of movement due to the presence of polar flagella. Other representatives of Bartonella (B.henselae and B.elizabethae), have pili providing them with the ability to adhere to the surface of host cells or solid nutrient media.

In the human body *B. baciliformis* is located inside red blood cells and causes their lysis as a result of multiplication. It was shown that the 67 kDa microbial protein induces the deformation of the red blood cells' membrane. In the host organism *B.henselae* and *B.elizabethae* are located extracellulary however growth has been observed in tissue cultures. 14 different *Bartonella* proteins ranging from 16 to 160 kDa have been identified, however, their role in pathogenesis and influences the immune responses are obscure.

Interestingly *Bartonella* influences the proliferation of endothelial cells, leading to the formation of new small vascules. The ability to induce proliferation of non-lymphoid cells and consequently vascular formation is a unique property of *Bartonella* bacteria.

Chromosomal genomes of different representatives of *Bartonella* species vary in size from 1,6x10⁶ to 2x10⁶ base pairs. No plasmids have been found in *Bartonella*, but bacteriophage-like particles have been found in *B.baciliformis* and *B.henselae*.

5-2462



Epidemiology

The first diseases that were known to be caused by Bartonella were trench fever (B.quintana) and Carrion disease (Oroya fever) (B.bacilliformis). Carrion disease has two phases and is characterized by hemolytic anemia (acute phase) and angiohyperplasia in skin similar to that observed in bacillary angiomatosis. Carrion disease is prevalent in South America in areas adjacent to Ands (Peru, Ecuador, Columbia). It is transmitted by a sand fly (Lutzomya verrucarum), found only in this area.

Trench fever is associated with B.quintana. More than a million of soldiers were infected with this agent during WWI. The illness lasts about 5 days and is manifested in high temperature, rash, bone aches, and splenomegalia. Cases of trench fever are now rare but symptoms similar to those of trench fever with bacteriemia and/or endocarditis have been observed in AIDS-patients in USA in the 1990s. The risk group for B.quintana-related illnesses consists of homeless persons, chronic alcoholics, and immunocompromized persons. The causative agent is transmitted by the human body lice (Pediculus humanus) and probably by other means.

Cat scratch disease (CSD) is associated with the infection of humans via damaged skin, caused by a cat scratch infected with B.henselae or B.clarridgeiae.

The causative agents are transmitted between cats by cat fleas and probably scratching or other means. The main manifestations of CSD in humans are lymphadenopathy, fever, weakness, nausea, headache, splenomegalia. In some rare cases rash, conjunctivitis, pneumonia, and lesions of the central nervous system were observed. Nearly 25,000 of cases of CSD are recorded annually in the USA. 80% of infected persons are 2-14 years old.

The distribution of different Bartonella species within populations of small rodents and pets from different geographic zones was extensively studied. It was found that 50% of small rodents were Bartonella carriers. However the titers of specific antibodies in their blood were extremely low. It was proved that each species or genetic variant circulates strictly in its own species of rodents. No reliable data on the mechanism of transmission of Bartonella within the same population of rodents were obtained. It also was shown however that the vertical transmission of Bartonella is possible. The study of species diversity and of the mechanisms of Bartonella transmission in animal populations appears should be very worthwhile because recent evidence suggests that Bartonella species circulating among animals may cause dangerous illnesses in humans.

Methods

There are three groups of methodological approaches that are used in clinical and research labs for studies of Bartonella bacteria: microbiological, PCR analysis of amplicons and serology.

For culture isolation of Bartonella, blood specimens and biopsy samples from lymph nodes and tissues of affected organs are generally used. The probability of isolation of pure culture is higher in the early phase of infection. Clinical samples are plated directly on solid agar media - chocolate agar, trypticase-soya agar with 5% sheep blood supplement, heart agar with supplement of 5% of rabbit blood and other reach media. Petri dishes are incubated for 14 days or more at 35°C in 5% CO2 atmosphere. Bacteria form white colonies heterogeneous in size and tightly attached to agar layer. It seems that the tight adherence of the colonies to agar is associated with bacterial type IV pili. Preliminary treatment and long storage of clinical samples decrease the probability of obtaining isolates. Good results were obtained when Bartonella microbes were grown in an endothelial cell culture (ECV 304). Recently, B. henselae bacteria were successfully isolated by using RPMI 1640 medium, enriched with pyruvate, hemin and amino acids. Plating on solid blood-containing media shall be done following culture in liquid media. Among the drawbacks of culture methods are the long times required for isolation of pure culture and the special nutrients requirements of Bartonella. Special problems are encountered during attempts to grow pure cultures grow from blood and tissue samples of infected patients. There are few reports of successful isolation of Bartonella from clinical specimens, which is why the design of adequate approaches and studies on nutritional requirements of these bacteria remain a significant problem.

By staining with the Gram stain Bartonella isolates are visible in light microscope as slightly bent rods ranging in size from 0,6 to 1,0 µm. Acridine orange can be used for staining bacteria, which are grown in liquid nutrient media. Also Gimenez staining is effective for detection of Bartonella after growth in nutrient media. Biochemical methods have not found wide application in clinical practice and research because of their low specificity and the need to use complex and expensive equipment (e.g., analysis of fatty acid composition by gas-liquid chromatography).

At present, a great number of molecular genetic-based methods are in use in research laboratories, which allow performing Bartonella species identification. The DNA-DNA hybridization method is among the



most credible techniques however it is available only in large well-equipped labs having reference strains of Bartonella.

The method of restriction enzyme analysis of amplicons generated with the use of primers to conservative loci of different genes has been successfully used for inter-species identification of *Bartonella*. It consists of endonuclease treatment of amplified fragments of the gene of interest. Further separation of the resulting short fragments by electrophoresis produces a set of bands specific for each *Bartonella* species. Publications also exist on *Bartonella* interspecies diversity by using amplicons of citrate synthase *gltA*, 16S and 23S subunit rRNA, riboflavin C synthase *ribC*, and some others.

At present, broad specificity (genus-level) PCR with sequencing of target amplicons is one of the most frequently and successfully used methods for inter- and intra-species discrimination of *Bartonella*. Primers to conservative regions of the 16S ribosomal RNA gene were originally used in this approach. Due to the fact that 16S rRNA gene is rather highly conserved it is possible to theoretically calculate primers that could produce amplicons of the target gene for any kind of eubacteria («universal» primers for eubacteria). This explains why the use of primers for amplification of 16S rRNA gene can lead to errors. However, subsequent sequencing of the amplicons and comparison of their primary structure with that of reference strains can provide successful *Bartonella* species identification. At present, primers complementary to less conservative genes are preferable: citrate synthase, (gltA), cell division protein (ftsZ), heat shock protein (groEL), β-subunit of RNA polymerase (rpoB) and others are used. Wide-range PCR has been used for detection and identification of B. henselae from samples of affected skin and blood, and the results were confirmed by culturing Bartonella. The advantage of this method is its ability to detect Bartonella DNA even in cases when it is not possible to isolate the microorganism by culture methods.

Among the most available methods for *Bartonella* species differentiation are serology methods that rely on determinations of species-specific antibody titers. Due to the advantage of these methods it is possible to override a lot of shortcomings associated with other techniques.

Currently the most commonly used diagnostic test is an indirect immunofluorescence assay (IFA) developed at the US CDC laboratories. In addition, a great number of different variants of enzyme-linked immunosorbent assay (ELISA) are used for detection of titers of species-specific immunoglobulins IgG and IgM to microorganisms of genus *Bartonella*. Titers of 1:64 are considered to be diagnostically significant. Using paired sera obtained from patients in different periods of disease makes it possible to monitor titer changes and to evaluate immune status. Comparison of IFA and ELISA methods for detection of antibody titers indicates that the latter method is more sensitive.

Unfortunately, serology methods also have shortcomings. First, cross-reaction of monospecific serums with other bacterial species occurs, particularly with *Chlamydia psittaci*. Second, when the antigen is obtained by using cultures that have changed their phenotype from rough to smooth during incubation on media it is no longer possible to obtain antibody titers sufficient for diagnostic purposes. Third, there is the problem of autoagglutination of bacteria. When *Bartonella* colonies with rough phenotype are used for fluorescent microscopy, clusters of the cells are formed which do not permit to discriminate between the specific and non-specific fluorescence. To overcome this problem, co-culturing *Bartonella* in cell culture is used. Nevertheless, high quality commercial test-systems for serology studies on *Bartonella* have been developed in recent years.

The methodological approaches described above may serve as a good basis for the beginning of systematic studies of *Bartonella* bacteria in populations of small mammals and humans in different regions of Georgia. It is planned that the work will be performed by the National Center for Disease Control and Public Health (NCDC of Georgia) which has considerable experience in microbiological, serological and molecular biological studies of pathogenic microorganisms and diagnostics of infectious diseases.

The staff of NCDC is responsible for microbiological, serological and molecular studies of pathogenic microorganisms. The personnel have experience in studies of Francicella tularensis, Yersinia pestis, Bacillus anthracis, Staphylococcus spp., Streptococcus spp., Salmonella spp, etc. This experience includes fundamental research on the mechanisms of pathogenicity, as well as studies on the development of vaccine strains and diagnostic test systems based on molecular approaches (PCR, different kinds of gel electrophoresis, probing etc.).

The NCDC has experience in routine application of classical and modern diagnostic approaches for different human infectious diseases. The staff consists of personnel with experience in microbiological, as well as serological methods of laboratory diagnostics.



NCDC was supervised by the Ministry of Health in USSR, and was involved not only in surveillance and epidemiology studies, but also was extensively involved in so called "Secret Projects". Today, NCDC is involved in a number of national and international projects, including: (1) coordination of immunization and infectious diseases surveillance and prevention activities in Georgia; (2) epidemiology and prevention of parasitic and particularly dangerous infectious; (3) molecular epidemiology of infectious agents; (4) implementation of modern infection control system in Georgia hospitals; and (5) post-graduated study for public health and microbiology laboratory workers.

From May, 2013 NCDC and Richard Lugar Laboratory merged as one entity. NCDC with new capacity

has more ability to do high level research using BSL3, genomic center and modern technologies.

Within the framework of the Project applied NCDC of Georgia laboratories are planning to achieve isolation, identification, and comparative analysis of Bartonella strains from small rodents, pets, and clinical sources (miocarditis, endocarditis, atypical fevers, and CSD).

National Center for Disease Control and Public Health, the former Antiplague station, is primarily responsible for investigations of plague, leptospirosis, brucellosis, anthrax, leishmaniasis, tularemia and etc. The staff has expertise in the identification and characterization of these pathogens in vectors and mammalian

NCDC's team will be primarily responsible for carrying out grant activities. They will be involved in assessment, development of Georgian-specific educational curriculum, program implementation and analysis.

The project will be done in close collaboration with Division of Vector-Borne Diseases, Centers for Disease Control and Prevention (CDC).

The Project has the following aims:

To study the diversity and prevalence of Bartonella strains in populations of small mammals in different regions of Georgia;

To carry out comparisons of the molecular genetic characteristics of "Georgian strains" with those

isolated in the USA;

- To estimate the degree of genetic relatedness of Bartonella isolates found in humans with those isolated from small mammals and to evaluate the pathogenicity of the latter for humans;
- To develop methods for direct detection of Bartonella strains in natural reservoirs and clinical samples;
- To develop methods for molecular epidemiological studies of bartonelloses;

2. Expected Results and Their Application

As a result of this project, data on the distribution of Bartonella bacteria in populations of animals and humans will be collected for the first time in Georgia. Analyses of Bartonella species diversity also will be performed along with comparisons of Bartonella strains isolated in Georgia and the USA. Also, molecular methods for direct detection of Bartonella in small mammals and humans will be done.

The results obtained from this collaborative research project on the characterization and comparison of Bartonella strains of animal and human origins from Georgia and the USA will be very useful for:

- Determine whether recently recognized rodent-associated species of Bartonella might be the cause of otherwise unexplained human illness
- Identify the distribution and regional diversity of rodent reservoirs of Bartonella infections;
- Determine whether rodent-associated Bartonella infections can be transmitted by fleas, ticks, mites;
- Proposing diagnostic means for identification of Bartonella infections in the clinical samples;
- Preparing databases for molecular epidemiology of Bartonella infections;
- Determine factors associated with the emergence of bartonellosis in Georgia.

Considering the extensive diversity of animal reservoirs and the types of insects that have been implicated in the transmission of Bartonella species, human exposure to these bacteria may be more common than presently realized. This statement is supported by the identification of new Bartonella species in common peridomestic and domestic rodents of the USA, southeastern Asia, and South America, as well as fleas suggests an additional need for rodent and flea control to reduce risk of human infection with these agents.



The development of the project will provide Georgian researches with the possibility to gain experience and establish international connections for performing fundamental, as well as applied, studies within the framework of international science and technology programs in the field of biology and medicine. It also will allow the establishment and organization of productive international activities at the National Center for Disease Control and Public Health (Tbilisi, Georgia).

3. Meeting ISTC Goals and Objectives

The development of the project will provide Georgian researches who are involved in the project with the possibility to gain experience and establish international connections for performing fundamental, as well as applied, studies within the framework of international science and technology programs in the field of biology and medicine. It also will allow the establishment and organization of productive international activities at the National Center for Disease Control and Public Health.

4. Scope of Activities

Task 1

ask 1						
Task description and main milestones	Pa	articipa	iting	Instituti	ons	
Preparation and developing of questionnaires. Working on the protocols. Purchasing of reagents for project needs. Preparation of an analytical review covering the modern nethods of isolation and identification of Bartonella strains within the natural reservoirs and within clinical samples. 2.1. Development of questionnaires for survey of patients who will be involved in the project study 2.2. Development of questioners (database) for survey of animals involved in the project study 2.3. Working on the protocols – develop protocols based or experience of CDC, USA. 2.4. Purchasing of equipment and reagents for project needs.	2- Division for Disease	of Vect	tor-B	orne Dise	eases, Ce	
Description of delive	erables					
1 Prepare of questionnaires						
2 Prepare of protocols						

Task 2

	I	articipa	ating	Instituti	ons	
Collecting samples of wild and domestic animals from different regions of Georgia to study the regional diversity of Bartonella strains. Collecting blood and tissue samples from hospital patients for the detection and identification of Bartonella isolates. 3.1. Collection of blood and tissue samples from domestic and wild rodents and other small mammals from selected field sites in Georgia 3.2. Collection of ectoparasites fleas, ticks, and mites from different animal species representing diverse biotic communities in Georgia 3.3. Collecting of samples from domestic animals (dogs, cats sheep, goats, and cattle) from different parts of Georgia. 3.4. Collecting of clinical samples from patients with atypical fever and CSD diagnosis.	1-National Public Hear	Center	for	Disease	Control	and

	Collecting of clinical samples from patients with ocarditis and miocarditis diagnosis.	
-	Description of deliverables	= 0
	Description of deliverables	
1	Reports	
2	Education Materials	

Task 3

		g Institut		
Center th of Vec	for etor-E	Disease	Control seases, Ce	
_				

Task 4

las	T I I 'dian and main milestones	Participating Institutions
Dete and environmental 6.1. 6.2. man Barra 6.3. multidete iden	Task description and main milestones ecular-genetic analysis of the isolated Bartonella strains. rmination of the optimal techniques for direct detection identification of Bartonella species in clinical and ronmental samples. Fingerprinting of Bartonella strains g multi-gene sequence analysis. PCR-amplification of different gene fragments in human cal samples for detection of Bartonella-specific DNA. The study of blood and tissue samples from small mals using PCR-amplification technique of different tonella genes' fragments. Molecular typing of Bartonella strains using data from ti-gene sequence analyses of amplicons for the trimination of an optimal method for detecting and attifying Bartonella species within natural reservoirs and ical samples.	1-National Center for Disease Control an Public Health 2 - Division of Vector-Borne Diseases, Center for Disease Control and Prevention
	Description of delive	erables
1	Reports	
2	Articles	
3	Education Material	



Task 5

Task 5	Participating Institutions
	1-National Center for Disease Control and Public Health 2 - Division of Vector-Borne Diseases, Center for Disease Control and Prevention
Description of delive	erables
1 Reports	
2 Articles	

5. Role of Foreign Collaborators/Partners

Division of Vector-Borne Diseases, Centers for Disease Control and Prevention (CDC), Fort Collins, Colorado, USA as a collaborator will conduct the training for Georgian scientists and participate in the generation, gathering and analysis of scientific data. CDC will provide the ISTC Purchase Department with marketing information on manufacturers, prices and quality of basic laboratory supplies and disposal materials needed for studies.

6. Technical Approach and Methodology

In order to carry out the project we are planning to use various techniques in molecular biology, biochemistry, microbiology, and epidemiology, including culture methods for fastidious bacteria isolation, enzymatic and protein function assays, PCR analyses, QC-PCR assays, nucleic acid sequencing and immunofluorescent antibody assay, phylogenetic analysis of Bartonella spp. based on sequence analysis of amplicons.

Specific Aim #1. Preparation of questionnaires and protocols. Purchasing of reagents.

Preparation and developing of questionnaires for survey of patients and animals who will be involved in the project study. Development of the field and laboratory protocols based on experience of CDC, USA. Preparation of an analytical review covering the modern methods of isolation and identification of Bartonella strains within the natural reservoirs and within clinical samples. Purchasing of reagents for project needs.

Specific Aim #2. Collecting samples of wild and domestic animals from different regions of Georgia.

Collecting clinical samples from different hospital in Georgia.

Surveillance will be established from 2nd quarter and will continue till 4th quarter. Blood and tissue samples from domestic and wild rodents and other small mammals from selected field sites in Georgia will be collected to study the regional diversity of Bartonella strains. Collection of ectoparasites fleas, ticks, and mites from different animal species representing diverse biotic communities in Georgia will be done. NCDC zoologists, entomologists, and epidemiologists will perform collection of the samples and data. The collected materials will be sent to the NCDC for laboratory analysis. To detect and identify of Bartonella isolates from the samples (blood, tissue) of patients with atypical fever diagnosis, with endocarditis and miocarditis diagnosis. The hospital clinicians with NCDC epidemiologists will perform samples and data collection. The collected materials will be sent to the NCDC for laboratory investigation.

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Specific Aim #3. Detection, isolation and identification of *Bartonella* strains using cultural methods. Study of clinical samples using serological methods.

From the 2nd through the 5th quarter, detection, isolation and identification of *Bartonella* strains from human and animals samples from different regions of Georgia will be conducted. Also, serological analysis of clinical samples will be conducted using indirect immunofluorescence assay (IFA) during above indicated period. NCDC laboratory will be provided by all necessary supply which will be ordered by the 1st quarter. Comparison of their characteristics with counterparts from the USA will be done.

U.S. collaborators will help Georgian specialists with setting up the fully functioning laboratory and supervising laboratory improvement activities; helping with confirmation of the laboratory results and final evaluation.

Specific Aim #4. Molecular-genetic analysis of the isolated Bartonella strains.

Molecular-genetic analysis of the isolated *Bartonella* strains will be started from the 2nd quarter and will continue over the project duration. Determination of the optimal techniques for direct detection and identification of *Bartonella* species in clinical and environmental samples will be done and fingerprinting of *Bartonella* strains using multi-gene sequence analysis will be performed as well. NCDC laboratory will be provided by all necessary supply which will be ordered by the 1nd quarter.

U.S. collaborators will help Georgian specialists with in performing following activities:

1. PCR-amplification of different gene fragments in human clinical samples for detection of *Bartonella*-specific DNA.

2. The study of blood and tissue samples from small mammals using PCR-amplification technique of different

Bartonella genes' fragments.

3. Molecular typing of *Bartonella* strains using data from multi-gene sequence analyses of amplicons for the determination of an optimal method for detecting and identifying *Bartonella* species within natural reservoirs and clinical samples.

Specific Aim #5. Analysis of distribution of Bartonella pathogens.

Analysis of distribution of *Bartonella* pathogens and evaluation of risk for human and animal diseases bartonellosis in different parts of Georgia.

1. Selection of several sites for cross-sectional studies to represent different landscapes and biotic

communities in Georgia.

- 2. Data collection and analysis of biocenotic and spatial structures of *Bartonella* infections on landscape-ecological basis.
- 3. Spatial analysis of distribution of Bartonella species in natural and domestic populations of small mammals
- 4. Measuring landscape effect on distribution and diversity of Bartonella strains in animals and humans
- 5. Differentiation of enzootic territory by occurrence of Bartonella infections and development of recommendations to improve monitoring quality.



7. Technical Schedule

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Person* days
Task 1	Quarter Report, questionnaires , protocol	Quarter Report	Quarter Report			Final Report	
Person*days	50	49	1			5	105
Task 2	Quarter Report	Quarter Report	Quarter Report	Annual Report		Final Report	
Person*days	30	85	10	10		5	140
Task 3	Quarter Report	Quarter Report	Quarter Report	Annual Report	Quarter Report, Education Materials	Final Report, Articles	
Person*days	15	37	110	110	113	91	476
Task 4	Quarter Report	Quarter Report	Quarter Report	Annual Report	Quarter Report, Education Materials	Final Report, Articles	
Person*days	15	30	103	103	100	89	440
Task 5	Quarter Report	Quarter Report	Quarter Report	Annual Report	Quarter Report	Final Report	
Person*days	14	20	30	30	40	50	184
TOTAL	124	221	254	253	253	240	1345

8. Personnel Commitments

8.1. Individual participants

Leading Institution: NCDC

Category I (weapon	Birth Year	Scientific Title	Weapon Expertis e Ref.	Function in project	Daily rate (US\$)	Total days	Total grants (US\$)
Lile Malania	1978	PhD	3	Project manager	50	173	8650
Guram Katsitadze	1934	PhD, Professor	3	Scientific Leader	50	80	4000
Neli Chakvetadze	1948	PhD	3	Group Leader	45	110	4950
Nikoloz Tsetsvadze	1938	PhD	3	Zoo- Entomologist	40	75	3000
David Tsereteli	1964	PhD	3	Epidemiologist	45	110	4950
Tamriko Giorgadze	1947	MS	3	Bacteriologist	30	80	2400
Ekaterine Zhgenti	1975	MS	3	Molecular biologist	35	89	3115
Julieta Manvelian	1948	MS	3	Entomologist	35	75	2625
Irma Burjanadze	1972	MS	3	Epidemiologist	30	80	2400
nina Darjanadze					Total:	872	36090



Category II (other scientific and technical personnel)

Name	Birth Year	Scientific Title	Function in project	Daily rate (US\$)	Total days	Total grants (US\$)
Marina Broladze	1956	MS	Epidemiologist	30	80	2400
Nazibrola Chitadze	1977	MS	Serologist	30	70	2100
Ketevan Sidamonidze	1978	MS	Molecular biologist	35	89	3115
Lomtadze Maia	1977	PhD	Clinician	30	50	1500
Natalia Abazashvili	1979	MS	Bacteriologist	35	79	2765
Natana Abazashvini	1717			Total:	368	11880

Category III (participant personnel)

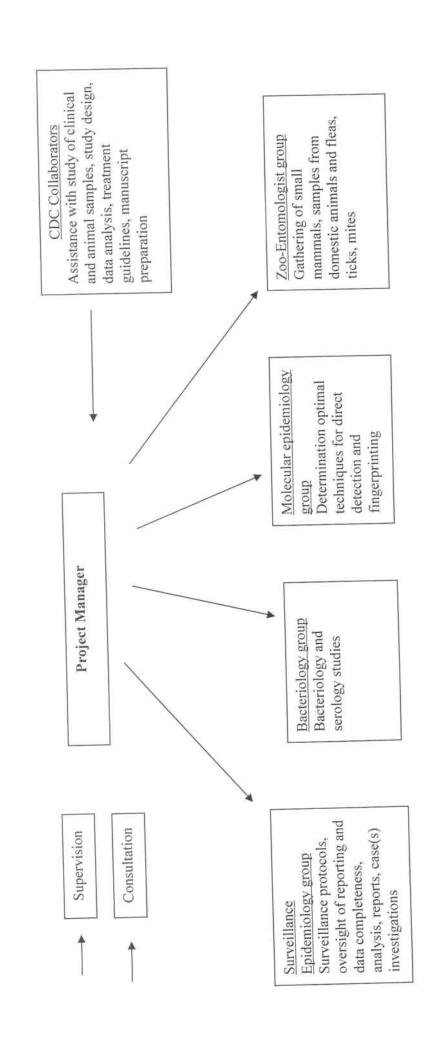
Name	Birth Year	Function in project	Daily rate (US\$)	Total days	Total grants (US\$)
Tinatin	1965	Technician for samples	24	75	1800
Vardiashvili		processing	Total:	75	1800

Category IV (personnel, who will work less than 10% of project duration)

Number of persons	Function in project	Daily rate (US\$)	Total days	Total grants (US\$)
1	Technician for	22	30	660
	samples collection	Total	30	660

8.2. Managerial responsibilities

The Project Manager will integrate scientific input from staff at NCDC and collaborators at U.S. CDC in Fort Collins. The Project Manager will oversee principle groups of working epidemiologist, laboratory personnel, zoo-entomologist, and clinicians. A guiding principle of management in this project will be ongoing, regular communication between these groups to facilitate communication and reinforcement of project objectives with Scientific and Group Leaders help.





9. Financial Information

TABLE 1

Estimated Aggregated Expenditures by Recipient

=19	Category	Quarters	1 & 2	Year 1		Year 2		Total	
		(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
	Grant Payments: 1.1 Category I 1.2 Category II 1.3 Category III 1.4 Category IV Total Grant Payments		9375 2600 720 220 12915		22445 7240 1296 660 31641		13645 4640 504 0 18789		36090 11880 1800 660 50430
2	Equipment: 2.1 Capital Equipment 2.2 Non-Capital Equipment Total Equipment								
3	Equipment	3710	27303	3710	27303			3710	27303
	Materials/								
	Supplies						***		90
4	Bank Fees	30	425	30	671	5.00	238	35	90
5	Other Direct Costs: 5.1 Technologica I Energy 5.2 Communicati ons 5.3 Subcontracts	i 200		400		200		600	
	Seminars 5.4 Logistics/Cu	323	2000	323	2000			323	200
	stoms 5.5 Other Total ODG	100 623	2000	100 823	2000	100 300		200 1123	200
6		870		870	5900		5100 5100	870 870	110 110
L	Total Trave			870	5900		3100	2620	
	Overhead/	- 10		***************************************					
H	etainag Subtota		42643	5433	67515	305	24127	8358	916
H	Tota		876	72948		244	132	10	00000

Remarks: * (1) - Cash flow through Recipient Account

** (2) - Cash flow through ISTC

*** Include Local and inside CIS travel



10. Equipment and Materials Summary

10.1. Equipment Summary - None

10.2. Materials Summary

TABLE 3

EQUIPMENT/MATERIAL SUMMARY

MATERIAL SUMMARY

for Project Agreement # G-1683

To be provided in kind [X]
To be purchased by recipient []

The ISTC will normally provide the most appropriate equipment that will perform the functions required; however, if very special reasons are given and explained in detail (Form PR-2E), the purchase of a particular make will be considered.

Please list items in the order of their priority and put an 'X' in the column next to "Item no." if ISTC

Ite m No.	DESCRIPTION OF ITEM	Date needed (quarter)	Qty	Unit cost (USD)	Amount (USD)
	g Institution: NCDC			Towns .	Tana
1	Inoculating Loop (1μL) 500 EA, cat. # 18263 Sigma	1-2	8	100	800
2	Self-sealing barrier pipette tips; ART 200, 1-200 μLvolume, sterile; pkg of 960 tips (racked); cat.# A3098-1PAK, Sigma	1-2	3	190	570
3	Self-sealing barrier pipette tips ART 1000, 100-1000 μL volume, sterile; pkg of 768 tips; cat.# A3348-1PAK	1-2	3	190	570
4	Microcentrifuge tubes with screw cap; 2.0 mL microcentrifuge tube, polypropylene, w/ unattached rim seal screw cap, sterile, natural, 500/cs; cat.#	1-2	10	241	2410
5	Disposable scalpel No 10; pkg of 10 ea individually wrapped; cat.# Z692395; Aldrich	1-2	155	11	1705
6	Microcentrifuge tube, 1.5 mL with lid, PP; transparent; pack of 3,000; cat.# Z336777, Sigma	1-2	1	95	95
7	13 x 100 mm x 6.0 mL BD Vacutainer® Plus plastic whole blood tube. Lavender BD Hemogard™ closure. Paper label. CE Additive: K2EDTA (spray dried). (100/sp, 1000/cs), Product Number: 367864; BD	1-2	1	320	320
8	Plus plastic serum tube. Gold BD Hemogard™ closure. Paper label. CE. Additive: Clot activator and gel for serum separation. Silicone coated interior. (100/sp, 1000/cs), Product Number: 367953, BD	1-2	1	320	320
9	Glycerol, ≥99.5%, cat.#G9012-1L Sigma-Aldrich,	1-2	1	210	210
10	Tris-EDTA buffer solution, BioUltra, for molecular biology, pH 8.0, cat.# 93283-500ML, Fluka	1-2	5	200	1000
11	Taq PCR Master Mix Kit (1000 U) Qiagen., cat.#201445	1-2	1	1500	1500

5.2-6-



		Estima	ted TOT	AL COST:	27303
				Subtotal:	
25	Molecular BioProduct PCR 8-Tube strips, Fisher, cat. 21-236	1-2	2	780	
24	iQ 96-Well PCR Plates, BioRad, cat, 223-p9441	1-2	20	185	3700 1560
23	Agarose For routine use, cat.# A9539-500G Sigma- Aldrich	1-2	1	800	800
21	QIAamp DAN Mini Kits, QIAGEN, catalogue no. 51306	1-2	10	595	5950
20	Gel Loading Solution Type I 5X concentrate, cat.#G7654 - Type I, 5ml Sigma-Aldrich		10	20	200
19	Nuclease Free Water, sterile, DEPC-treated (500ml bottles), Invitrogen, cat.#AM9930	1-2	6	52	312
18	TBE (Tris-Borate-EDTA buffer) powder blend, for Gel Electrophoresis, 5x concentrate, DNase and RNase none detected,cat.#T7527-1L (Sigma)	1-2	4	17	68
17	Ethanol 200 proof (absolute), for molecular biology, 500, 6×500 mL in glass bottleCat.# E7023, Sigma-Aldrich	1-2	13	51	663
16	Best N-Dex Laboratory Grade Gloves, powder-free, size S, Cole-Parmer, cat # EW-86287-80	1-2	4	350	1400
15	TabTop* Microcentrifuge Tubes, Sorenson BioScience, 1.5 mkl, Case of 10 /WVR cat. # 53550-146	1-2	3	300	900
14	Filter tips, 10 mkl, ART 10 Reach /MBP Thermo Scientific; Case of 4800 cat. # 2140	1-2	5	150	750
13	Filter tips, 20P mkl, ART 20, (10rack) / MBP Thermo Scientific; Case of 4800 cat. # 2149 P-HR	1-2	5	150	750
12	Filter tips, 200 mkl ART 200, (10rack) /MBP Thermo Scientific; Case of 4800 cat. # 2069	1-2	5	150	750

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TABLE 3-1

EQUIPMENT/MATERIAL SUMMARY

MATERIAL SUMMARY

for Project Agreement # G-1683

To be provided in kind [] To be purchased by recipient [X]

The ISTC will normally provide the most appropriate equipment that will perform the functions required; however, if very special reasons are given and explained in detail (Form PR-2E), the purchase of a particular make will be considered.

Ite m No.	form PR-2E, "Data for a Single Equipment Item', has been comp DESCRIPTION OF ITEM	Date needed (quarter)	Qty	Unit cost (USD)	Amount (USD)
	ng Institution: NCDC		Lincol	0.80	1400
1	Chocolate agar with hemoglobin, Eliava Media Production Company; Tel: +(995) 32 2382731	1-2	1750	0.80	55.00.50
2	Fuel, LTD "likoil Gorgia"; Tel: +(995) 32 2380013	1-2	1400	1.30	1820
3	Cotton, LLD "Samaia"; Tel: + (995) 99 56 69 80	1-2	3	9	2
	Alcohol, LLD "Samaia"; + (995) 99 56 69 80	1-2	6	9	54
5	Disposable syringe, 5 ml, case of 1000, LLD "Samaia": Tel: + (995) 99 56 69 80	1-2	1000	0.10	10
6	Clothing, Gloves, Latex, Medium, Small, Extra Small: LLD "Samaia"; Tel: + (995) 99 56 69 80	1-2	2000	0.15	30
7	Bandage, 300 LLD "Samaia"; Tel: + (995) 99 56 69 80	1-2	3	3	
1	Bandage, 300 LLD Saniala, 101. (377)			Subtotal:	371
		Estimated	TOTA	L COST:	371

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10.4. Other Direct Costs Summary

TABLE 4

OTHER DIRECT COSTS SUMMARY

OTHER DIRECT COSTS SUMMARY

for Project Agreement # G-1683

To be provided in kind [X] To be purchased by recipient []

Ite	5.5 from Table 1 of the Projection OF ITEM	Date needed	Qty	Unit	Amount (USD)	
m	DESCRIPTION OF TELE	(quarter)		(USD)	(000)	
No.				(USD)		
Lead	ng Institution: NCDC		T .	1000	2000	
1	5.4 Logistics/Customs	1-2	2	1000.		
1	5.4 Logistics/ Customs			Subtotal:	2000	
		Estimated '			200	

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TABLE 4-1

OTHER DIRECT COSTS SUMMARY

OTHER DIRECT COSTS SUMMARY

for Project Agreement # G-1683

To be provided in kind [] To be purchased by recipient [X]

Ite m		5.5 from Table 1 of the Pro	Date needed (quarter)	Qty	Unit cost (USD)	Amount (USD)
No.	I	nstitution: NCDC				
			1-6	6	100	600
2		Communications	1-2			323
4	5.4	Logistics/Customs	1-2,5-6	4	50	200
5	5.5	Other	1-2,5-0		Subtotal:	1123
			Estimated		Control of the Contro	1123

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ANNEX II General Conditions

Contents:

Part A	:#:	Implementation of the Work
Article 1	-	General Provisions
Article 2	1.00	Subcontracting
Article 3	-	Monitoring of the Work
Article 4		Reports
Article 5	÷.	Completion or Expiration of the Agreement
Part B	-	Payments
Article 6	77	Payments by the Center to the Recipient
Part C	÷	Allowable Costs
Article 7	-	Accounting Principles, Allowable Costs and Transfer of Costs
Article 8	-	Direct Costs
Article 9	(m)	Overhead
Article 10	-	Costs not Allowed
Part D	-	Justification of Cost and Auditing
Article 11	ie.	Books of Account and Documentation
Article 12	÷	Auditing
Part E	-	Information and Intellectual Property
Article 13	-	Definitions
Article 14	140	Promotion of Technology and Project Results
Article 15	-	Ownership
Article 16	-	Protection and Exploitation
Article 17	-	Reporting of Inventions
Article 18	376	Background Results
Article 19	:=:	Conflicting Agreements, Laws and Regulations



General Conditions Annex II

Part A - Implementation of the Work Article 1 - General Provisions

- The Recipient shall make best efforts to achieve the objectives of the Project and shall comply with all 1.1 laws of the Republic of Georgia applicable to the Project. If in the course of project implementation deliverables are identified that may qualify under export control restrictions, the Recipient takes responsibility for obtaining the corresponding export licenses, in a timely fashion and operating in compliance with all Russian, CIS and International laws and regulations.
- The Recipient shall, in particular, comply with all applicable laws and regulations related to safety. 1.2
- The Recipient shall notify the Center's Project representative and the Partner without delay of: 1.3
- any event or circumstance which may materially affect the Project, and (a)
- any proposal for significant changes of key personnel during the Project. (b)

Article 2 - Subcontracting

- Subcontracting shall require the advance written approval of the Center, with the concurrence of the 2.1 Partner. However, approval shall not normally be given for subcontracting in any State that is not a Party to the ISTC Agreement unless the Center determines in writing that such subcontracting is essential for the Project.
- The Recipient shall impose on a subcontractor the same obligations as apply to itself with respect to any rights of the Center or the Partner concerning the Project.
- The provisions of Article 2.1 of this Annex shall not apply to Sub-Agreements pursuant to Article 3 of the 2.3 Agreement or to orders for materials, equipment, and services which are incidental to or intended to facilitate the execution of the Agreement and placed in the normal course of business in accordance with the internal procedures and rules of the Recipient.

Article 3 - Monitoring of the Work

- 3.1 The Center shall:
- Have access to portions of facilities where the Project is being carried out and to all equipment, documentation, information, data systems, materials, supplies, personnel and services which concern the Project for monitoring the progress of the Project as described in Annex I;
- Be provided with technical and cost information concerning the management and progress of the Project (b) requested at any time; and
- Give the Recipient not less than 20 days advance notice of any intended on-site financial auditing or technical monitoring of the Project.
- The Recipient has the right to protect those portions of facilities that are not related to the Project. 3.2
- After completion or termination of the Project, the Recipient may utilize the facility or portion of the 3.3 facility previously used for the Project for other work. However, all documentation and records including those associated with equipment, data systems, materials, supplies and services utilized for the Project must be maintained and available for review by the Center for up to two years following the Project's completion or termination.
- The Recipient shall, if requested by the Center, participate and assist in meetings to review or evaluate the 3.4 Project during the lifetime of the Project.

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Article 4 - Reports

- 4.1 The Recipient shall submit the following reports, in a suitable quality to enable direct reproduction, to the Center and the Partner for approval:
- (a) A final report, in English and Russian, covering all the work, the objectives, the results and the conclusions, including a suitable summary of all these aspects; and
- (b) Reports, as mutually agreed, prepared in a suitable form for publication and satisfactory to the Partner and the Center.
- 4.2 The Recipient shall submit any additional reports or any other deliverables specified in the Agreement.
- 4.3 The Recipient should clearly identify any reports or portions of reports that contain invention or business confidential information as defined in Part E of this Annex. The final report shall include a statement that all inventions Made during the performance of work under the Agreement have been reported to the Center and to the Partner, or if no inventions were Made, a statement to that effect. The Recipient also may include a suitable disclaimer in any report against possible claims by third parties.

Article 5 - Completion or Expiration of the Agreement

- 5.1 The Agreement shall be deemed to be completed on the approval by the Center and the Partner of the last deliverable required or last payment by the Center, whichever shall be the later.
- 5.2 Subject and without prejudice to the provisions in Part D of this Annex, the Recipient shall be deemed to have discharged its obligations with respect to the performance of the work after the approval of all the reports and any other deliverables required by the Agreement.

Part B - Payments Article 6 - Payments by the Center to the Recipient

Payments of allowable costs other than the Center's in-kind contributions, the Center's grant payments to Individual Participants and overhead payments shall be made in accordance with the following principles.

- 6.1 Cost statements shall be expressed in US dollars unless otherwise specified in the Agreement. All payments by the Center shall be made in that currency unless otherwise agreed.
- 6.2 The financial contribution by the Partner through the Center shall be paid in installments as specified in Article 5 of the Agreement.
- 6.3 If the Center or the Partner considers that the work has not effectively been commenced within three months of the payment of the first advance, the Center may require the reimbursement of the advance together with any interest earned on the advance. Any reimbursements will be returned to the Partner account.
- 6.4 If on completion, cessation, or termination of the work, the payments made by the Center exceed the actual allowable costs, the Recipient shall promptly reimburse the difference to the Center. Interest may be added to this amount at the prevailing market rate as determined by the Center one month after the by the Center. Any reimbursements will be returned to the Partner account.
- 6.5 Subject to Article 12 of this Annex, periodic payments made against cost statements shall be considered as advances until acceptance of the appropriate deliverables, in accordance with Annex I, or, if no deliverables are specified, until acceptance of the final report.

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Part C - Allowable Costs Article 7 - Accounting Principles, Allowable Costs, and Transfer of Costs

- 7.1 The original estimates of expenditures set forth in Annex I may be adjusted by the Recipient between categories without the prior approval of the Center, except for reductions in personnel costs and increases in travel costs, and provided that the transfers do not fundamentally affect the scope or content of the Project.
- 7.2 The Recipient shall ensure that no unnecessary cost or unnecessarily high or extravagant cost is charged to the Agreement.

Article 8 - Direct Costs

8.1 Personnel

- 8.1.1 Personnel costs shall be separated into four categories as described in Annex I and reflected in the reporting form in Annex III. Even though some or all of these costs may be reimbursed by the Center through direct grant payments to the Individual Participants, the Recipient is responsible for certifying the time devoted to the Project by the Individual Participants and for maintaining necessary documentation to support such certification.
- 8.1.2 Personnel costs shall be charged to reflect the actual eight-hour days, or one-half days when appropriate, worked by personnel assigned by the Recipient to the Project in accordance with Annex I. Work periods of less than four hours may not be charged.
- 8.1.3 Personnel costs for a specific period of time may not be charged to this Project if reimbursement (except regular employment salary) is being received from other sources for the same period of time.
- 8.1.4 The Project Manager may increase or decrease the time commitments of personnel by up to 10 percent during one year of any individual without approval of the Center, but may not change the daily rate without approval by the Center. The Project Manager may request more significant changes in the personnel commitments, including changes in the names of the personnel, at the beginning of each quarter with a brief explanation of the reasons for the changes. In unusual situations, the Project Manager may request changes during the quarter. The Center, in consultation with the Partner, will respond promptly to such requests. Changes in scientific personnel must provide for the new participants to have technical credentials and weapons experience comparable to those of the personnel they replace.
- 8.1.5 The Center will not reimburse personnel costs associated with holidays, annual vacations, overtime, or sick leave. Such additional costs, if any, are the responsibility of the Recipient.
- 8.1.6 The Project Manager shall ensure that the scheduling of annual leave by the Individual Participants does not interfere with accomplishment of the Work Plan in Annex I.
- 8.1.7 The Recipient is responsible for any medical expenses or compensation claims for injuries or other losses for personnel working on the Project which are directly or indirectly related to the Project.
- 8.1.8 Individual daily records of time devoted to the Project must be signed by all personnel assigned to the Project, and all records must be certified at least monthly by the Project Manager and for the Project Manager by another appropriate senior employee of the Recipient.
- 8.2 Equipment
- 8.2.1 Equipment shall be categorized as indicated in the reporting form in Annex III.

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8.2.2 The cost of equipment used in the Project which is purchased, fabricated, or leased after the Operative Commencement Date may be charged as a direct cost. The total leasing cost of any piece of equipment shall not exceed the cost which would have been allowable for its purchase.

8.2.3 Notwithstanding Article 4.5.1 of the Agreement, the Center will retain the title to all the equipment provided to or procured by the Recipient using Center funds regardless of the acquisition per item cost of the equipment. The final decision of possible transfer of the title shall be taken by the Center, in consultation with the Finanacing Party by the time of completion, termination or cessation of the Project taking into account the specific legal, institutional and other factors in effect in the state of the Recipient at that time.

8.3 Materials

The costs of required materials shall be allowable costs. They shall be categorized as raw materials, laboratory supplies, safety devices and protective gear and other as indicated on the reporting form in Annex III.

- 8.4 Other Direct Costs
- 8.4.1 Other direct costs shall be categorized as indicated in the reporting form in Annex III.
- 8.4.2 Costs incurred by the Recipient in using its internal resources for performance of the Agreement such as costs associated with (a) testing facilities, (b) computer services, (c) special test equipment, (d) dedicated security services, and (e) dedicated accounting services, but excluding items covered by Article 9 of Annex II, may be charged as direct costs through valid cost allocation formulas approved by the Center to the extent such costs contribute to the Project, provided such facilities and services are open to access for monitoring and auditing in accordance with Article 9 of the Agreement. If costs incurred by the Recipient are not charged as direct costs, they may be presented as in-kind contributions of the Recipient.
- 8.5 Travel and Per Diem for the Recipient

Travel and per diem within the CIS shall be charged in accordance with the internal rules of the Recipient which are subject to approval by the Center. International travel shall be provided by the Center in accordance with Article 4 of the Agreement.

- 8.6 Sub-Agreements and Subcontracts
- 8.6.1 Subject to Article 2 of this Annex, costs of subcontracts shall be allowable costs and shall be included as discrete entries in the appropriate categories on the reporting form of Annex III. If the subcontractor is a scientific institution engaged in a sub-agreement pursuant to Article 3 of the Agreement, costs are allowable only to the extent that they would be allowable if incurred directly under the Agreement. In selecting a subcontractor other than a scientific institution pursuant to Article 3 of the Agreement, the Recipient shall compare prices and quality of several subcontractors and choose the most cost-effective offer. For any subcontract costing more than the equivalent of \$25,000, the Recipient shall organize a bidding process. For any subcontract costing between \$10,000 and \$25,000 (equivalent) written quotations shall be obtained from three sources to the extent possible.
- 8.6.2 Should the Recipient enter into a sub-agreement with a scientific institution pursuant to Article 3 of the Agreement, the reporting form in Annex III shall include the costs incurred pursuant to the sub-agreement which shall be supported by detailed information.

Article 9 - Overhead

A fixed payment may be charged with respect to overhead which covers items such as general administration, institutional management, depreciation of buildings and general equipment, maintenance of building and grounds, telephones, heating, lighting, electricity for the buildings and general staff training. The payment shall not exceed 10% of the direct Project costs, excluding equipment, travel and subsistence.

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Since the overhead will be retained by the Center until acceptance of the final report, the Recipient need not include this item on the reporting form in Annex III.

Article 10 - Costs Not Allowed

Allowable costs shall not include, among others:

- · any profit;
- · any contributions to pension, medical, or other social funds;
- any provisions for possible future losses or liabilities;
- any taxes, including profit tax, value added tax, personal income tax, and local taxes, as well as any other tariffs, dues, custom duties, import duties, fees, or other imposed taxes or similar charges;
- · any costs allocatable to other projects.

The Center will determine the use of any interest earned from funds provided by the Center or return on investment of such funds. Such interest or return on investment must be reported to the Center.

Part D - Justification of Costs and Auditing Article 11 - Books of Account and Documentation

The Recipient shall maintain, in accordance with the accounting practices set forth in the Agreement, proper books of account and appropriate documentation, such as invoices and time sheets to support and justify the costs reported. These shall be made available for audits by the Center during the period of the Project and for a period of up to two years following the Project's completion or termination.

Article 12 - Auditing

- 12.1 Cost statements are subject to verification even after the Center has reimbursed costs. The Center has the right pursuant to the ISTC Agreement and ISTC Statute to carry out on-site auditing of all activities of the Project. The Recipient will be given not less than 20 days notice of any intended audit. For the purposes of the audit, the Recipient shall make accessible all portions of facilities, equipment, documentation, information, data systems, materials, supplies, personnel and services related to the Project.
- 12.2 The Recipient has the right to protect those portions of facilities that are not related to the Project.
- 12.3 The Recipient shall maintain all documentation and records including those associated with equipment, data systems, materials, supplies and services utilized for the Project and shall make such documents, records and, to the extent possible, personnel available for auditing for a period of up to two completion or termination.
- 12.4 The Center shall have the right to select Courts of Auditors or other organizations or individuals to carry out audits of the Project; they shall be entitled to the same rights, should they choose to exercise them, as the Center with respect to access to, and verification of, any document under the Agreement for the purpose of any audit.

Part E - Information and Intellectual Property Article 13 – Definitions

- "Intellectual Property" includes inventions, patents, copyrights and other forms of protection provided by statutes, such as, industrial designs, design patents, mask works, and trademarks, and has the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done in Stockholm on July 14, 1967, which states: "Intellectual Property shall include the rights relating to:
 - literary, artistic and scientific works,
 - performances of performing artists, phonograms, and broadcasts,
 - inventions in all fields of human endeavor,

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- 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, literary or artistic fields."
- 13.2 "Information" includes technical data and computer software and means recorded data of any kind of a scientific or technical nature, regardless of the form or method of recording, and capable of being read by a human being or processed by a machine.
- 13.3 "Foreground Results" means Foreground Information and Foreground Intellectual Property.
- 13.4 "Foreground Information" means Information, including all kinds of results, generated in the execution of this Agreement.
- 13.5 "Foreground Intellectual Property" means rights in Intellectual Property generated in the execution of this Agreement by the Recipient or any person employed or engaged by the Recipient.
- 13.6 "Background Results" means Background Information and Background Intellectual Property.
- 13.7 "Background Information" means Information, excluding Foreground Information, owned or controlled by either the Recipient or Partner in the same or related fields as the research under this Agreement and generated outside this Agreement.
- 13.8 "Background Intellectual Property" means rights in Intellectual Property, excluding Foreground Intellectual Property, owned or controlled by either the Recipient or Partner in the same or related fields as the research executed under this Agreement and originating outside this Agreement.
- 13.9 "Business Confidential Information" is also known as trade secret information and means technical, commercial or financial information, which:

Has been held in confidence by its owner;

Is not generally known or available from other sources;

Has not been made available by its owner to other parties without an obligation concerning its confidentiality;

Has not been independently developed by the receiving party; and

Is not available to the receiving party without obligations concerning confidentiality.

- 13.10 "Invention Information" is Intellectual Property which is to be protected by a patent and on which a patent has not been filed.
- 13.11 "Made," when used in relation to any invention, means the conception or first actual reduction to practice of such invention.
- 13.12 "Unlimited rights" means the right to use, modify, reproduce, perform, display, release, or disclose Information in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Article 14 - Promotion of Technology and Project Results

Confidentiality

14.1 Subject to Article 4.1(c), all reports or portions of reports properly marked as Invention Information or Business Confidential Information by the Recipient in consultation with the Partner shall be protected from public



dissemination unless otherwise agreed by the Recipient and the Partner. Invention Information is treated as Business Confidential Information until a patent application has been obtained unless such information so disclosed is or becomes legitimately available to the receiving Signatory Party through other means or sources without any covenant as regards its confidentiality. Nevertheless, Business Confidential Information may be disclosed if the disclosure is required by law, regulation, or court order.

Subject to any obligations under this Agreement and in accordance with applicable laws and regulations, the Signatory Parties agree to keep confidential any Invention Information or Business Confidential Information communicated to them by other Signatory Parties or third parties in relation to the execution of this Agreement, unless such information so disclosed is or becomes legitimately available to the receiving Signatory Party through other means or sources without any covenant as regards its confidentiality. Nevertheless, Business Confidential Information may be disclosed if the disclosure is required by law, regulation, or court order.

Technology Promotion

- The ISTC shall be entitled to publish general information on this Agreement including the identities of the 14.3 Recipient and Partner, the title and objective of the Agreement, its estimated costs and duration, and the names of managers and laboratories where the research is being carried out.
- Each Signatory Party agrees to submit to each other Signatory Party for review and approval a copy of any proposed publication of Foreground Information at least thirty days before such publication.
- Any public communication or publication concerning this Project will acknowledge the Recipient, the 14.5 Partner and the cooperative support of the ISTC.
- Subject to the restrictions of Article 14.1, each Party to the ISTC Agreement (hereinafter referred to as the 14.6 "ISTC Party") and the ISTC have a non-exclusive, irrevocable, royalty-free license with the right to sub-license in all countries to translate, reproduce and publicly distribute scientific and technical journal articles, reports, and books directly arising under this Agreement. All publicly distributed copies of a copyrighted work arising from cooperation under this Agreement shall indicate the names of the authors of the work, unless an author explicitly declines to be named.

Article 15 - Ownership of Intellectual Property and Foreground Information

- In accordance with the ISTC Statute, except for inventions created by United States Government 15.1 employees, all rights worldwide to Intellectual Property arising under this Agreement, including patent protection for industrial property, belong to the Recipient (or its designee), which has the responsibility for providing adequate protection 'of such Intellectual Property. The Recipient and the Partner have agreed to protect and allocate such Intellectual Property among each other as specified in Article 16 below. Rights to inventions made by United States Government employees or made in Partner's laboratory shall be determined by the United States.
- All rights worldwide to Foreground Information arising under this Agreement belong to the Recipient (or its designee). The United States Government, as represented by Partner, is granted a non-exclusive, irrevocable, 15.2 royalty-free, worldwide license of unlimited rights in Foreground Information.

Article 16 - Protection and Exploitation

Intellectual Property Rights (IPR) Allocation 16.1

- The work conducted under this project is expected to generate new intellectual property by the Recipient (i) and the Partner:
- The protection and allocation of intellectual property created or furnished in the course of the cooperative (ii)research activities pursuant to this Agreement shall be provided in accordance with the Articles 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9 of the Annex II.
- (iii) Any publications or presentations of information developed by the project participants shall acknowledge their funding support and shall be cleared by the institutions involved according with the existing procedures. Joint work is expected to result in joint authorship of publications.



The development of any new commercial products and commercialization of results are not expected to be (iv) the issue during the term of the project

However if this proves otherwise, the Recipient and its Partner agree to notify one another as well as other (v) Parties of the Agreement in a timely fashion of any invention or copyrighted works arising under this Project and to seek protection for such intellectual property in a timely fashion.

The Recipient and the Partner shall be responsible for the maintenance, protection and preservation of all (vi)

intellectual property during the term of the project

- Ownership and Non-exclusive License: With the exception of inventions made by employees of the United 16.2 States Government, the Recipient owns worldwide rights to Intellectual Property arising under this Agreement. The United States Government as represented by the Partner shall determine the rights in inventions made by United States Government employees or made in U.S. Government facilities. The United States Government, as represented by partner, is granted in all Intellectual Property arising under this Agreement a non-exclusive, irrevocable, royalty-free, worldwide (except for the territory of the United States) license to practice or have practiced for or on behalf of the United States. Upon the request of the Partner (or its designee), the Recipient entity (or its designee) shall enter into negotiation with United States commercial entities for licenses for commercial purposes on fair and reasonable terms in territories other than the United States in all Intellectual Property arising under this Agreement.
- Commercialization in the United States: Upon request by Partner, the Recipient shall assign to the 16.3 Government of the United States as represented by Partner, subject to a royalty-free, irrevocable non-exclusive license to the recipient, the entire right, title, and interest in any Intellectual Property in the United States, including inventions, patents on inventions, and copyrights arising under the Agreement. The Government of the United States will obtain and pay for all costs of obtaining patent protection in the United States on those inventions that the Recipient and Partner mutually agree to obtain patent protection in the United States (See Article 16.6). All uses of the Intellectual Property by or for the Government of the United States are royalty free. When the Government of the United States as represented by Partner or Partner's designee, negotiates and executes a license for commercial purposes to use Intellectual Property within the territory of the United States, which are purposes other than those by or for the Government, compensation will be sought for all uses of the Intellectual Property.
- Compensation for inventors: In accordance with the policies of the Partner, which provide that the inventive entity shall receive at least 15% of royalties received, the inventors will receive a portion of the royalty income. The remaining royalties will be applied to cover or offset expenses incurred in obtaining and maintaining patent protection; and any remaining royalty income, after paying patent expenses, will be shared equally between the Recipient and Partner. However, the inventor, or inventors as a group, will always receive at least 15% of the total royalties received each year in accordance with the policies of the Partner.
- Disclosure of inventions within two months: A written disclosure of invention will be provided by the 16.5 Recipient (or its designee) to the Partner within two months of the date on which the invention is Made. See Article 17.2
- Election to file patent applications within six months: The Recipient will notify Partner within six months of reporting an invention of each territory, except for the territory of the United States, in which the Recipient elects to protect the invention through patenting. In the territory of the United States, election to file will be by mutual agreement of the Recipient and Partner, and if the parties are unable to agree within eight months of reporting an invention and the Partner has not requested assignment under 16.3, either the Recipient or Partner may elect, by notifying the other party, to obtain patent protection in the United States and the party electing to file will pay all patent costs and will not share royalties with the Party not electing to file. If the Recipient files for a patent in the United States, the Government of the United States, as represented by Partner, shall have a nonexclusive, irrevocable, royalty-free license to practice or have practiced for or on behalf of the United States. See Articles 16.3 for patent costs and 17.3.
- Filing of patent applications: The Recipient will file the first patent application within twelve months of reporting the invention. Partner has right to file patent applications in the countries in which the Recipient does not

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elect to file. If the Recipient does not elect to file within eight months of the date on which the invention is Made, the Partner may file applications in all countries in which the Recipient does not elect to file, and the Recipient will assign title to the invention to the Partner in those countries in which the Partner has filed. The Recipient will retain a non-exclusive irrevocable, royalty free license in the territory where the Partner has filed. See Article 17.3

- 16.8 Exploitation of Results: The Technology Implementation Plan required by Article 8.2 of the Project Agreement shall contain a listing of all inventions Made under the Agreement, the status of pending patent applications, or patent numbers, licenses granted and in negotiation, and relate the research performed under the Agreement with the anticipated commercial results and described in the proposal submitted for the Agreement.
- 16.9 The Recipient will grant to the United States Government, as represented by Partner, under reasonable terms and conditions the right to use by or for the Government Background Results owned by the Recipient which are necessary for the Partner to exploit Foreground Results, provided that the Recipient is free to disclose such Background Results, that no major business interests of the Recipient oppose the granting of such right, that in making this opposition such interests are not abusively restricting the exploitation of such right and that granting such right is not restricted by the law or obligations to a third party. The Recipient will notify the Partner, with factual statements in the next monthly technical report, of all situations where: the Recipient is not free to disclose such Background Results; or a major business interest opposes the granting of such right to such Background Results; or the disclosure of such Background Results is restricted by law or obligations to a third party.

Article 17 - Reporting of Inventions

- 17.1 The Recipient will disclose to the Partner and the ISTC in an ISTC-approved form every invention Made under this Agreement within two (2) months of the date on which such invention is Made. These disclosures must be in sufficiently complete technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose and operation of the invention.
- 17.2 The Recipient and the Partner will notify the ISTC of each territory in which each (or their designees) decides to protect inventions through patenting within six (6) months of the reporting of such inventions in accordance with Article 17.1 above.
- 17.3 The Recipient and the Partner will file patent applications in each territory in which each (or its designee) decides in accordance with Article 17.2 above to protect each invention through patenting. The first patent application will be filed in the territory where the invention was Made within twelve (12) months of reporting the invention in accordance with Article 17.1 above. The remaining patent applications will be filed in the other territories within respective time periods to ensure that the priority date of the first patent application is obtained for these later filed applications. The Recipient and the Partner will provide each other and the ISTC with copies of all patent applications each (or its designee) files.

Article 18 - Background Results

The Recipient and the Partner have identified and agreed that the following Background Results may be used in the performance of work under this Agreement and may be needed to practice any Foreground Results of this Agreement:

Recipient's Background Results: none.

Partner's Background Results: none.

Recipient and Partner represent that the above-identified Background Results are available for licensing as of the effective date of this Agreement.

Article 19 - Conflicting Agreements, Laws and Regulations

19.1 Recipient certifies that it has not and will not enter into any agreement with a third party that grants to the third party rights to Foreground Results that may affect the exploitation or commercialization of Foreground Results received by the Partner under this Agreement.

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19.2 Recipient shall notify the Partner and the ISTC of any restrictions by government laws or regulations which may materially and adversely affect the rights necessary for the performance of the work or the exploitation and commercialization of Foreground Results.



ANNEX III Formats for Progress and Cost Reports

1. Format for Technical Reports

Quarterly reports shall specify the progress, any actual or proposed deviations and modifications to the Work Plan in Annex I, and the results obtained. The reports shall contain sufficient information to enable assessment of the progress and cooperation within the Project. The details of the Annual Report shall be agreed upon at an appropriate time by the Recipient and the Center's Project representative. A suggested format for quarterly reports is as follows:

- I. Summary of Technical Progress (By task in the Work Plan)
- II. Milestones Completed
- III. Summary of Personnel Commitments
- IV. Major Equipment Acquired
- V. Description of Significant Travel
- VI. Current Technical Status (on schedule, behind schedule, ahead of schedule)
- VII. Delays, Problems, Suggestions

VIII. IPR Annex

The quarterly report should be between three and five pages (single space).

2. Financial Forms

(The templates for reports are to be provided separately by the Center.)

3. Submission Dates for Technical and Financial Reports:

Technical and Financial reports are due two weeks after the end of each fiscal year quarter:

March 15

June 15

September 15

December 15

Additional time (two weeks) shall be granted for reconciliation (adjustments) of end-of-year balances.

5. 2/00

ANNEX IV DISCLAIMER

It is understood and agreed to by the Recipient of this ISTC project that:

The project funding commitment of the ISTC is subject to and limited by the funds which are actually available by the ISTC Financing Party(ies) for this project;

The funding for each project comes from ISTC Financing Parties and/or Partners who might make their ISTC financial contribution in whichever currency considered appropriate;

As a matter of practice, the ISTC at present signs all project agreements in a single currency, the US dollar;

The project support given to this project by the ISTC Financing Party(ies) and/or Partners of the ISTC may be affected by causes, including currency fluctuation, which may require adjustments in the project budget.