

Subcontract by and between

University of Florida

and the

National Center for Disease Control and

Subcontract Number: UFDSP00010081

This fixed price Subcontract is entered into by and between the National Center for Disease Control and Public Health, hereafter referred to as SUBCONTRACTOR, with offices at 9 M. Asatiani, Tbilisi, 0177, Georgia and the University of Florida Board of Trustees, hereafter referred to as FLORIDA, with offices at the Division of Sponsored Programs, 219 Grinter Hall, Gainesville, FL 32611.

WHEREAS, this Subcontract specifies the terms and conditions under which SUBCONTRACTOR will participate in FLORIDA's project entitled *Severe Acute Respiratory Infection (SARI) Surveillance and Community Acquired Pneumonia (CAP) Surveillance Study in the Republic of Georgia* being funded by Cherokee Nation Technology Solutions, hereafter referred to as FUNDING AGENCY, under contract number 150113.002304S09, hereafter referred to as PRIME AWARD, with funding under Federal Contract No. W81XWH-08-C-0737 having CFDA No. 12.999.

WHEREAS, FLORIDA under the PRIME AWARD has all the necessary approvals and authority to enter into this Subcontract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, FLORIDA and SUBCONTRACTOR agree as follows:

STATEMENT OF WORK

1. SUBCONTRACTOR agrees to perform the work as set forth in Appendix A.
2. In addition to the specific work described hereunder, SUBCONTRACTOR's Project Director agrees to maintain a close liaison with the FLORIDA's Project Director throughout the performance of this Subcontract.

PERIOD OF PERFORMANCE

1. SUBCONTRACTOR may begin activities called for by Appendix A, on 10/25/2013 with activities ending on 09/30/2014, unless extended by written amendment to this Subcontract or terminated sooner following the termination provisions set forth below. No costs outside the period of performance will be paid from this Subcontract.

PROJECT DIRECTOR's

1. The following individuals have the responsibility of monitoring the technical, scientific, programmatic and administrative aspects of this Subcontract.

FLORIDA's Project Director is as follows:

Gregory C. Gray
University of Florida
College of Public Health and Health Professions
101 S. Newell Drive, Suite 2150A
Gainesville, FL 32610-0188
Telephone: 352-273-9449
Email: gcgray@phhp.ufl.edu

SUBCONTRACTOR's Project Director is as follows:

Giorgi Chakhunashvili
Surveillance Division Specialist, NCDC
9M. Asatiani, Tbilisi, Georgia 0177
Telephone: +995 599 797 555
Email: gio.ncdc@gmail.com

2. SUBCONTRACTOR's Project Director is essential to the SUBCONTRACTOR's work being performed and no change to SUBCONTRACTOR's Project Director may be made without written approval of FLORIDA. Such request shall be made to FLORIDA's Administrative Officer. If a suitable replacement cannot be agreed upon FLORIDA may terminate this agreement with 30-days written notice.

ADMINISTRATIVE NOTICES

1. Notices required in connection with the administration of this Subcontract shall be delivered to respective Administrative Office as follows:

FLORIDA's Administrative Officer is as follows:

Dawn Stewart, Coordinator
Division of Sponsored Programs
University of Florida
219 Grinter Hall
Box 115500
Gainesville, FL 32611-5500
Telephone: 352-392-0239
Email: ufsubawards@ufl.edu

SUBCONTRACTOR's Administrative Officer is as follows:

Ana Kasradze
Surveillance Division Specialist
16 Kakheti Highway
9 M. Asatiani St.
Tbilisi, 0177, Georgia
Telephone: +995 599 797 555
Email: anakasradze@gmail.com

REPORTING REQUIREMENTS

1. SUBCONTRACTOR is required to submit one (1) original of the following report(s) to FLORIDA Project Director:

<u>Report Type</u>	<u>Due No Later than</u>
Progress Reports	See Appendix B for due dates of all reports

2. These narrative reports should provide an assessment of what has been accomplished during the reporting period with the final report covering the entire Subcontract period.
3. Payments shall be withheld until the required reports have been received.

PUBLICITY

1. Neither party shall use the name of the other party or of any investigator in any advertising or promotional material without the prior written approval of the other.

PUBLICATIONS

1. The Subcontractor may disseminate research results developed under this Subcontract, provided Florida's Principal Investigator be provided 30-days in advance a copy every publication based on or developed under this Subcontract.

ALLOCATION OF FUNDS and PAYMENT

1. Total funds currently available for payment to SUBCONTRACTOR for work performed under this Subcontract are presently allocated at \$50,000.00. The allocated amount is fixed and based upon the amounts detailed in Appendix B.
2. SUBCONTRACTOR shall submit official invoices for payment in accordance with the Payment Schedule outlined in Appendix B.

3. SUBCONTRACTOR's Invoices must reference the following subcontract numbers;

Project No: 00109638
Subcontract No: UFDSP00010081

And be remitted to the following address:

If by mail or overnight delivery send to:

University of Florida
Subcontract Manager
Contracts and Grants Accounting Services
123 Grinter Hall
PO Box 113001
Gainesville, FL 32611-3001
Phone: 352-273-3121
Fax: 352-846-0137

If by email send to:

Subcontract-manager@ufl.edu

4. SUBCONTRACTOR shall, if necessary and upon request, provide expenditure documentation in detail sufficient for a proper pre and post audit thereof.
5. FLORIDA's obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature and the obligation of funds by the prime funding agency.

ALLOWABLE COSTS

1. SUBCONTRACTOR may request reimbursement for only those allowable, allocable and reasonable costs for the work performed under this Subcontract, as determined by, and in prevailing order of the following: (1) the Subcontract Conditions, (2) the PRIME AWARD, attached hereto as Appendix C, and (3) if federal funding, the SUBCONTRACTOR'S applicable OMB cost principles; A-21, A-87, A-122, Appendix E to Part 74, or by Part 31.303 of the Federal Acquisition Regulations.

INTELLECTUAL PROPERTY

1. SUBCONTRACTOR, by signing this Subcontract agrees to be bound by the PRIME AWARD's terms and conditions that govern Intellectual Property Rights, to the same extent as FLORIDA is bound.
2. SUBCONTRACTOR agrees to provide a copy of any intellectual property disclosures (invention disclosure) and/or reports required of the PRIME AWARD to FLORIDA's Office of Technology Licensing.
3. Any questions regarding the proper interpretation of a specific clause incorporated herein should be referred to FLORIDA's Administrative Contact.

AUDIT REQUIREMENTS

1. If the PRIME AWARD is federal the audit requirements set forth in OMB Circular A-133 may be applicable to the SUBCONTRACTOR. If required, a copy of SUBCONTRACTOR's most current A-133 audit report and any responses made to any audit exceptions must be sent to Subcontract-manager@ufl.edu. Failure to submit the A-133 audit reports may result in the withholding payments to the SUBCONTRACTOR and/or a stop work order may be issued.

ACCESS TO RECORDS, SITE VISITS, RECORD RETENTION

1. With reasonable notice given, SUBCONTRACTOR will allow FLORIDA, PRIME AGENCY, or any of their duly authorized representative's access to any SUBCONTRACTOR books, documents, papers and records which are directly pertinent to the performance of this Subcontract for audit purposes during the period of the Subcontract and for a period of 3-years following final payment made under this Subcontract.

CONVICTED VENDOR LIST

1. A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

[http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended discriminatory complaints vendor lists/convicted vendor list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

DISCRIMINATION

1. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity (Florida Statutes, Section 287.134).

[http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended discriminatory complaints vendor lists/discriminatory vendor list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list)

PRIME AWARD REGULATORY DATA

1. All applicable administrative rules and regulations, terms and conditions of the PRIME AWARD, attached hereto as Appendix C, shall become binding upon SUBCONTRACTOR.
2. SUBCONTRACTOR assumes sole responsibility for reimbursement to FLORIDA, a sum of money equivalent to the amount of any payment disallowed in the case of a firm fixed price subcontract or disallowed expenditures in the case of a cost reimbursable subcontract should the PRIME AGENCY or an authorized agency rule through audit exception, or some other appropriate means, that payments made to SUBCONTRACTOR through FLORIDA were not made in compliance with the regulations of the PRIME AWARD or the provisions of this Subcontract.
3. In the event of any inconsistencies between or among the provisions set forth by this Subcontract, the inconsistency shall be resolved by giving precedence in the following order: (1) the Subcontract Conditions, (2) the PRIME AWARD Conditions.

LIABILITY

1. To the full extent allowed by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in the performance under this Subcontract.

Termination at Will:

1. If FLORIDA's funding should be terminated during the performance of this Subcontract, or should the funding for support be deleted or reduced, FLORIDA may in written notice to SUBCONTRACTOR terminate this Subcontract upon reasonable notice consistent with the termination of the prime award.
2. FLORIDA shall reserve the right to unilaterally cancel the Subcontract should SUBCONTRACTOR refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Florida Statute Chapter 119, and made or received by SUBCONTRACTOR in conjunction with the Subcontract. An exemption is granted to exclude proprietary or confidential information, personnel records of an evaluative nature, and any legally privileged information.

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0119/ch0119.htm

3. FLORIDA shall consider the employment by the SUBCONTRACTOR of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Subcontract.
4. Either party may terminate this Subcontract at any time, for any reason other than stated, upon no less than thirty (30) day's upon receipt of written notice to the other parties Administrative Officer.

Termination for Breach:

1. FLORIDA will provide written notice of intent to terminate for breach to the SUBCONTRACTOR's Administrative Officer no less than fifteen (15) days in advance of termination date and will state provisions it considers breached.
2. Unless SUBCONTRACTOR's breach is excused FLORIDA may, by written notice of breach to SUBCONTRACTOR, terminate the whole or any part of this Subcontract if SUBCONTRACTOR fails to provide Services called for by this Subcontract within the time specified herein or any extension thereof. Termination shall be upon no less than twenty-four (24) hours' notice in writing and delivered to the appropriate Administrative Officer of the other Party. SUBCONTRACTOR shall continue the performance of the non-disputed portions of the Subcontract to the extent not terminated under the provisions of this clause.
3. Waiver of breach or any provisions of the Subcontract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Subcontract.

Termination Agreement:

1. After receipt of a notice of termination, and except as otherwise directed, SUBCONTRACTOR shall:
 - a. Stop work under the Subcontract on the date, and to the extent specified in the notice of termination.
 - b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such work under the Subcontract as is not terminated.
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work which was terminated.
 - d. Handle all property purchased under this Subcontract in accordance with the terms of the Prime Award.
 - e. Prepare all necessary reports and documents required under the terms of the Subcontract up to the date of termination, including the final report due at the end of the project, if any, without payment for services rendered in completing said reports beyond termination if said reports are not completed prior to termination date.
 - f. In the event of termination, SUBCONTRACTOR will be reimbursed for all costs properly incurred and any non-cancelable obligations properly incurred through the effective date of termination.

INDEPENDENT CONTRACTOR

1. For the purpose of this Subcontract and all work and services specified herein, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

COMPLIANCE WITH THE LAW

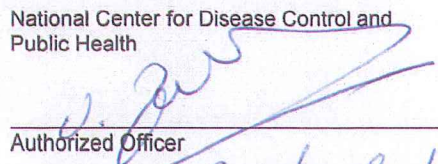
1. The parties to this Subcontract shall comply with all applicable federal, state, local laws and regulations and nothing in this Subcontract shall be construed to require either party to violate such provisions of law.

MODIFICATION OF SUBCONTRACT

1. This Subcontract may only be changed or modified by an amendment executed in the same fashion as the original.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives;

National Center for Disease Control and
Public Health


Authorized Officer

Amiran Gamkrelidze
Name

19.02.2014.
Date

211324351
Subcontractor's Federal Tax ID#

University of Florida



Authorized Signature

Brian Prindle, Associate Director of Research

Name

4/17/14
Date

STATEMENT OF WORKSevere Acute Respiratory Infection (SARI) Surveillance & Community Acquired Pneumonia (CAP) Surveillance Study in Republic of Georgia

The University of Florida (UF), directed by Dr. Gregory Gray, will introduce and validate new molecular diagnostic methods to determine the etiologic agents causing CAP and SARI, establish a network of sites providing NCDC/CPHRL with specimens from hospitalized CAP and SARI cases and ensure appropriate collection, storage, and transportation of samples for further laboratory investigation, and assess the prevalence and risk factors for infection with the most prevalent bacterial and viral pathogens related to CAP and SARI cases in the Republic of Georgia. UF personnel will be responsible for advising Georgian collaborators in the collection of blood and nasal specimens, as well as questionnaire data; providing technical support to Georgian collaborators for the analysis of sera and respiratory samples for infections; training Georgians in novel molecular techniques; arranging and monitoring the subcontract for collaborating site in Georgia; maintaining proper IRB approvals with NCDC, UF, and DoD IRB's; conducting validation screening of samples tested by Georgian personnel; conducting multivariate modeling of study results; traveling to Georgia to evaluate study progress.

DELIVERABLES SCHEDULE

QTR	Project Milestones	Completed By:
1	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	02/18/14
	Collected specimens tested in Georgia and findings reported to UF	02/18/14
	Subcontract between UF and Georgia executed	02/18/14
	UF IRB continuing review submitted	02/18/14
2	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	03/31/14
	Collected specimens tested in Georgia and findings reported to UF	03/31/14
	Samples sent to UF for validative testing	03/31/14
3	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	06/30/14
	Collected specimens tested in Georgia and findings reported to UF	06/30/14
	Samples sent to UF for validative testing	06/30/14
4	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	09/30/14
	Collected specimens tested in Georgia and findings reported to UF	09/30/14
	Multivariate modeling conducted	09/30/14

BUDGET

Total funds not to exceed \$50,000 for the subcontract. All funds will be in US Dollars.

Payment Schedule:

\$12,500 to be invoiced upon submission and acceptance of quarterly report due **18 February 2014**.

\$12,500 to be invoiced upon submission and acceptance of quarterly report due **18 April 2014**.

\$12,500 to be invoiced upon submission and acceptance of quarterly report due **18 July 2014**.

Final Invoice: A request up to **\$12,500** may be invoiced to pay all allowable expenditures not yet cover by the previous payments. Final invoice due upon submission and acceptable of Final quarterly report and Final Certified Expenditure Report due **18 November 2013**.

Notes:

Final Certified Expenditure Report must contain the certification of expenditure statement and be similar in the format of the budget categories shown below.

FLORIDA has based the reimbursements based on the following costing information:

BUDGET

Salaries:	Dr. Giorgi Chakhunashvili and Support Staff	\$36,500.00
Operating Expenses:	Laboratory Supplies and Reagents	\$11,119.00
	Direct Costs:	\$47,619.00
	Indirect Costs at 5%:	\$2,381.00
	TOTAL COSTS:	\$ 50,000.00

Subcontract FINAL Expenditure Report for UFDSP00010081

<u>Send Invoice to:</u> University of Florida Contracts and Grants Accounting Services 123 Grinter Hall, PO Box 113003 Gainesville, FL 32611-3001 Email to: Subcontract- manager@ufl.edu		<u>Period of Performance</u> 10/25/2013 09/30/2014 National Center for Disease Control and Public Health (NCDC) of Georgia 9 M.Asatiani str. Tbilisi,0177, Georgia	
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Expense Categories		Award Budget	Cumulative Expenditures	Balance
Salaries:				
	Giorgi Chakhunashvili, Co-PI	\$4,500.00		
	Support Personnel	\$32,000.00		
	SALARIES TOTAL	\$36,500.00		
Operating Expenses:				
	Laboratory Supplies and Reagents	\$11,119.00		
	Total Direct Costs	\$47,619.00	\$0.00	
	Indirect Costs - 5%	\$2,381.00		
	TOTAL	\$50,000.00	\$0.00	

I certify that all expenditures reported represent actual expenditures incurred during the period listed and were incurred for the purposes of this award and are appropriate in relation to work performed on this project. I further certify that all expenditures are on file and are available for review or audit.

Name and Title

Date

Signature

Phone
Number



SUBCONTRACT AGREEMENT 150113.002304S09
Under Prime Contract W81XWH-13-D-0023-0001

SUBCONTRACTOR	University of Florida Board of Trustees (Division of Sponsored Programs)		
ADDRESS	219 Grinter Hall P.O. Box 115500 Gainesville, FL 32611-5500		
CONTRACT TYPE	Firm Fixed Price	TYPE OF LEGAL ENTITY	Public/State Controlled Institution of Higher Education
Not To Exceed Contract Price	\$281,000	FEDERAL ID	59-6002052

INTRODUCTION

This Subcontract Agreement (the "Subcontract"), effective **October 25, 2013** is made between **Cherokee Nation Technology Solutions, LLC** (hereinafter known as "Prime"), a Cherokee Nation limited liability company with offices in Lakewood, Colorado, and **University of Florida Board of Trustees (Division of Sponsored Programs)** (hereinafter known as "Subcontractor"), a non-profit educational corporation having a location at 219 Grinter Hall, P.O. Box 115500 Gainesville, FL 32611-5500. The effort to be performed by Subcontractor under this Subcontract will be part of Prime's prime contract # W81XWH-13-D-0023-0001 that has been issued by the US Army Medical Research Acquisition Activity ("Prime Contract"). The work to be provided by Subcontractor hereunder will be performed on a **Firm Fixed Price** basis in accordance with the Specific Terms and Conditions set forth herein and all documents identified in Article 27.0 (Order of Precedence) hereof, which are incorporated into this Subcontract by reference.

SPECIFIC TERMS AND CONDITIONS

1.0 PERIOD OF PERFORMANCE

The period of performance for this Subcontract is **October 25, 2013 through September 25, 2014** ("Period of Performance") unless amended in writing by mutual agreement of the parties. Subcontractor is not obligated to continue work or provide services and Prime is not obligated to compensate Subcontractor for expenses incurred or commitments made before or after the Period of Performance. Options may be exercised to the same extent the Government exercises the Prime Contract options. If an Option is exercised, the option period will become the Period of Performance.

2.0 STATEMENT OF WORK

The Performance Work Statement attached hereto as Schedule "A" and incorporated herein by reference, sets forth the work to be performed by Subcontractor under this Subcontract. The price applicable to this Subcontract is set forth in Schedule "B" to this Subcontract.

3.0 FIRM FIXED PRICE

The Subcontractor's firm fixed price is set forth in Schedule "B" to this Subcontract. The rates shall remain effective during the Period of Performance.

4.0 PLACEMENT OF ORDERS

This is a stand-alone contract for a firm fixed price (FFP).



4.1 Travel

Travel associated with this subcontract must have prior authorization from the Government and the Prime. The Subcontract shall submit the Subcontractor Travel Request (Schedule G) form to the Prime with adequate time to receive the approvals prior to travel.

- i. The traveler shall identify and comply with all applicable federal, state, and local statutes; Host Nation instructions, manuals, handbooks, regulations, guidance, and policy letters, including all documentation (i.e. passports, VISAS, immunizations etc.).
- ii. All travelers should familiarize themselves with conditions at their destination that could affect their health (high altitude or pollution, types of medical facilities, required immunizations, availability of required pharmaceuticals, etc.). While some of this information may be found in the documents listed above, the key resource for health information is the Travelers' Health page of the Centers for Disease Control (CDC) website at <http://www.cdc.gov/travel>.
- iii. At the Travelers will be provided antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the US, but will not be required to provide certification of official training. All travelers are advised to review the Department of State (http://travel.state.gov/travel/travel_1744.html) guidelines for international travel specific to the country of destination.

5.0 FUNDING

This Subcontract may be incrementally or fully funded depending upon Government funding availability under the Prime Contract Delivery Order. As incremental or full funding is provided by the Government, modifications to this agreement may be issued to provide incremental or full funding on the Subcontract if it is received by Prime. Unless amended in writing by mutual agreement of the parties, Subcontractor is not obligated to incur expenses or make commitments in excess of the Subcontract funded amount, and Prime is not obligated to compensate Subcontractor beyond the funded amount of the Subcontract.

6.0 INSPECTION

All materials furnished and services performed pursuant hereto shall be subject to inspection and test by Prime and its agents and by its customers at all times and places. In the event that material furnished or services supplied are not performed in accordance with the statement of work requirements, Prime may require Subcontractor to replace or correct such services or materials in accordance with Schedule E Section E Deliverables and Inspection, and FAR clauses 52.246-4 and 52.246-9. If performance is not remedied, Prime may terminate this Subcontract Agreement.

7.0 INVOICES

Invoices shall be e-mailed to: accountspayable@cnb-it.com with a courtesy copy to the Technical POC set forth in Section 10.0 of this agreement or his/her designee. This will allow for the most expeditious processing. Alternatively, hard copy of invoices can be mailed to:

Cherokee Nation Businesses
Attention: Judy Deerinwater
P.O. Box 179
Tahlequah, OK 74465

Invoices shall be submitted on a quarterly period. A quarterly period shall be defined as being every three (3) months. Subcontractor shall submit invoices for the full amount as outlined by the Technical POC and the government requirements. Invoices shall be signed and dated by the cognizant Representative of the Subcontractor, verifying that the costs/prices included are correct.

Invoices shall be due to Prime by the eighth (8th) day of each calendar month.

8.0 PAYMENT

Prime shall pay Subcontractor upon the submission of invoices approved by the Prime as follows:



- (a) FFP Milestones. The amounts shall be paid as mutually agreed to and identified on Schedule :B". Invoices may be submitted quarterly to the Prime. Subcontractor shall maintain records to substantiate invoices, which shall be made available should a government audit become necessary. **The Prime shall pay each invoice within ten (10) working days after Prime receives payment from the Government.** If an invoice submitted by Subcontractor has errors or requires major revision, Prime will return the invoice within five (5) business days with an explanation to Subcontractor of items requiring correction. Subcontractor will resubmit all corrections to Prime. Prime represents to Subcontractor it has an adequate billing System. Subcontractor will have the right to terminate the Subcontract or stop work if not paid within the terms of this agreement of acceptable invoices.
- (b) A Release of Claims shall be provided with Subcontractor's invoice for final payment under this Subcontract Agreement.

9.0 AUDIT

At any time before final payment Prime, at the request of the Government, may request an audit of the invoices and substantiating material. Such audit shall be performed by the Subcontractor or, at Prime's sole discretion, a representative of the U.S. Government. Each payment previously made shall be subject to reduction to the extent of amounts that are found by Prime not to have been properly payable in accordance with the payment terms of this Subcontract. The audit will include, but not be limited to, individual daily job time cards, invoices for material, storeroom requisitions, expense reports, and other substantiation supporting invoiced amounts.

10.0 TECHNICAL AND CONTRACTUAL REPRESENTATIVES

Contacts with Prime that affect the prices, schedule, statement of work, or terms and conditions of this Subcontract shall be made with the authorized contractual representative. No changes to this Subcontract shall be binding upon Prime unless incorporated in a written modification to this Subcontract and signed by Prime's contractual representative or such contractual representative's authorized designee. The following authorized representatives are hereby designated for this Subcontract:

SUBCONTRACTOR:

TECHNICAL: Dr. Gregory C Gray, MD
352-273-9449/9188
gcgray@phhp.ufl.edu
Box 100188
101 S. Newell Dr.,
Suite 2150A
Gainesville, FL 32610

PRIME:

TECHNICAL: Chrystal Burritt
(978) 425-4777
chrystal.burritt@cn-bus.com
Two Shaker Road
Suite B224
Shirley, MA 01464

CONTRACTUAL: Brian E. Prindle
352-392-1582
Fax: 352-392-4400
ufawards@ufl.edu
219 Grinter Hall
P.O. Box 115500
Gainesville, FL 32611-5501

CONTRACTUAL: Patricia Saint John
(210) 323-4113
patricia.saintjohn@cn-bus.com
85 N.E. Loop 410
Suite 304
San Antonio, TX 78216

11.0 CHANGES

Prime may, by written notice to Subcontractor at any time before completion of this Subcontract, make changes within the general scope of this Subcontract in any one of the following: (a) drawings, designs, or specifications; (b) quantity; (c) delivery; (d) method of shipment or routing; and (e) the amount of Prime furnished property. If any such change causes a material increase or decrease in any hourly rate, fixed price(s) or the not-to-exceed ceiling price, or the time required for the performance of any part of the work under this Subcontract, the Prime shall make an equitable adjustment in the hourly rates, fixed prices and/or delivery schedule and shall modify the Subcontract not-to-exceed ceiling price accordingly. As a condition precedent to any equitable adjustment, Subcontractor must notify Prime in writing of any request for adjustment within five (5) days from the date Subcontractor receives notice from Prime of a change, or from the date of any act of Prime which Subcontractor considers to constitute a change. Failure to agree to any adjustment shall be considered a dispute under the Disputes clause of this Subcontract. However, Subcontractor shall proceed with the work as changed without interruption and without awaiting settlement of any such claim. Notwithstanding the foregoing, no changes or additional amounts paid unless and until the Prime is paid by the Government for the changes.



12.0 NONDISCLOSURE

Subcontractor shall not disclose information concerning work under this Subcontract to any third party without prior approval, unless (1) such disclosure is necessary for the performance of the Subcontract effort, (2) Subcontractor is preparing a publication, and has provided Prime with the appropriate response time outlined in the section 12.1 below, (3) Subcontractor is required to disclose information per federal or state statute compelling disclosure. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Subcontract or any phase of any program hereunder shall be made without the prior written consent of Prime, except as required by state statute. The restrictions of this paragraph shall continue in effect for a period of five (5) years from termination or completion of this Subcontract, unless otherwise mutually agreed by the parties in writing. Failure to comply with the provisions of this paragraph may be cause for termination of this Subcontract by Prime.

12.1 PUBLICATION

Subcontractor shall provide Prime with an advance copy of any proposed publication or oral presentation at least sixty (60) days prior to the planned date of submission or presentation for review and comment and to allow Prime to recommend changes it reasonably believes are necessary to preserve Confidential Information, including without limitation, redacting Confidential Information from such publication. Subcontractor agrees that the adoption of such recommended changes to protect Confidential Information shall not be unreasonably refused. If Subcontractor does not receive a written response from Prime within sixty (60) days, Subcontractor may proceed with the publication. In the event the Prime determines that the proposed publication contains patentable subject matter which requires protection, Prime may require the delay of publication for an additional period of sixty (60) days for the purpose of filing patent applications with the ability to extend said period upon mutual agreement of the Prime and Subcontractor. Notwithstanding anything to the contrary herein, in the event that Prime notifies Subcontractor within such sixty (60) day period that certain changes and/or redactions are necessary to comply with confidentiality or other requirements of Prime's Prime Contract, Subcontractor shall make such changes and/or redactions to the proposed publication or oral presentation, as applicable.

13.0 KEY PERSONNEL

- (a) "Key Personnel" are those individuals who are identified in Schedule "D" as essential to the successful completion and execution of this Subcontract.
- (b) Personnel designated as "Key Personnel" shall be assigned to the extent necessary for timely completion of the applicable work. Any substitution or reassignment involving Subcontractor's "Key Personnel" assigned to this work shall be made only with persons who possess the abilities and qualifications necessary to perform the duties of the position and/or meet any minimum labor category qualifications, and is subject to Prime's prior written approval. Requests for changes shall be submitted to the Prime's Contracting Representative at least twenty-five (25) working days prior to making any permanent substitutions. The request shall contain a detailed explanation of the circumstances necessitating the proposed substitutions, completes resumes for the proposed substitutes, and any additional information required by the Prime's Contracting Representative.
- (c) Notwithstanding the foregoing, Prime reserves the right at the direction of the Government, to require the removal of any individual assigned to this Subcontract if circumstances cannot be resolved to the Government's satisfaction.

14.0 CLAUSES INCORPORATED BY REFERENCE.

The clauses set forth in Schedules are incorporated into the Schedules and this Subcontract as if set forth fully herein. The term Subcontractor shall be substituted for the term Contractor, and the term Contractor shall be substituted for the term Government. All clauses shall be interpreted by the intent of the Subcontractor and Prime to make the Government's requirements of the Prime to the Government be flowed down and be a requirement of the Subcontractor to the Prime.

15.0 ASSIGNMENTS AND SUBCONTRACTS

This Subcontract shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns. It may not be assigned in whole or in part by either party without the prior written consent of the other party, except upon the merger, consolidation, sale or other transfer of all or substantially all of the assets of either party.

16.0 INSURANCE PROVISION FOR PROCUREMENT CONTRACTS



Without prejudice to Subcontractor's liability to Prime as stated in any provision contained in this Subcontract, Subcontractor shall procure at its expense and maintain for the duration of this Subcontract, and ensure that any of its subcontractors used in connection with this Subcontract procure and maintain, the insurance policies set forth in Exhibit F.

17.0 LIABILITY

The University of Florida assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University of Florida and the officers, employees, servants, and agents thereof while acting in the scope of their employment by University. The University of Florida warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to the University of Florida's officers, employees, servants and agents while acting within the scope of their employment by the University of Florida. The University of Florida and Cherokee Nation Technology Solutions, LLC further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the University of Florida, the State of Florida, or their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of the University of Florida, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

18.0 PATENTS AND INVENTIONS

(a) Subcontractor Inventions. Title to any new and patentable discovery or invention and all related intellectual property rights (each, an "Invention") conceived, made or reduced to practice solely by Subcontractor in the performance of the Study shall vest exclusively in Subcontractor; provided, however, that any Invention relating to an indication, use or dosage for the Study drug (and its class of analogs) which is contemplated by the Study Protocol shall vest exclusively in Prime.

(b) Prime Inventions. Title to any Invention and all related intellectual property rights conceived, made or reduced to practice solely by Prime in the performance of the Study shall vest exclusively in Prime.

(c) Joint Inventions. Each Invention conceived, made or reduced to practice jointly by Subcontractor and Prime in the performance of the Study shall be jointly owned by Subcontractor and Prime; provided, however, that any Invention relating to an indication, use or dosage for the Study drug (and its class of analogs) which is contemplated by the Study Protocol shall vest exclusively in Prime.

(d) Option for License. With respect to any Invention in which Subcontractor has an interest under (a) or (c) above, Subcontractor hereby grants to Prime a first option to negotiate, in good faith, the terms of an exclusive or nonexclusive, worldwide commercialization license for the term of any issued patent thereon or which otherwise reflects the protectable life of the Invention. Royalties will be based on product sales, the license scope and rates conventionally granted for inventions with reasonably similar commercial potential and should fairly reflect the relative contributions of the parties to the Invention and the cost of subsequent research and development needed to bring the Invention to the marketplace. Contingent royalty schemes (e.g., based on patent issuance or non-issuance) and other customary provisions may be provided.

Subcontractor agrees that they will not offer more favorable terms than offered to the Prime for an option to License or a License to any third party to acquire any rights in such Invention,

(e) Reporting: Patent Application, Filing and Expenses. Subcontractor will promptly report to Prime in writing any Invention conceived or discovered by it in the performance of the Study conducted under this Agreement. The parties will consult with each other regarding the prosecution of Subcontractor Inventions described in (a) and joint Inventions described in (c) above.

With respect to Inventions made solely by Subcontractor, Subcontractor may elect not to file patent or other intellectual property applications in any particular country, provided it so advises Prime at least ninety (90) days prior to the expiration of any applicable filing deadline, priority period of statutory bar date, but thereafter allows Prime to do so at its expense and in Subcontractor's name. If Subcontractor does elect to file patent or other intellectual property applications, it will do so in a timely manner and at its own expense. If an exclusive license to any such Invention is granted to Prime, Prime will reimburse Subcontractor for any reasonable past and Prime-approved future funds expended for filing, prosecuting and maintaining any



patent or other intellectual property applications claiming such exclusively licensed Inventions that may issue on such application.

With respect to joint Inventions, Prime may elect to file the joint patent or other intellectual property application(s) thereon at its own expense and shall notify Subcontractor promptly upon making the election. If Prime elects not to file such application(s), Subcontractor shall have the right to file the joint patent or other joint application(s) at its own expense. Subcontractor will provide Prime with copies of any applications it files and of any written communications to or from the applicable patent or other intellectual property office regarding any such Invention.

(f) **No Conflict.** Both parties will cooperate with each other in obtaining any rights from any third party that may be necessary to commercialize any Invention. Subcontractor will ensure that the Principal Investigator and all other study personnel are bound or shall have agreed (i) to comply with the terms of this Agreement, (ii) to assign all their rights and interest in any Invention made by them to Subcontractor, and (iii) not to enter into agreements with third parties which would impair their ability to perform this Agreement.

(g) **Prime Property.** Nothing in this Agreement shall be interpreted as giving Subcontractor any rights under any intellectual property rights now, or hereafter, owned by Prime.

19.0 INFRINGEMENT LIABILITY

- (a) In lieu of any warranty by Prime or Subcontractor against infringement, statutory or otherwise, it is agreed that neither party shall provide to the other party any item that based on a claim that any item furnished under this order or the normal use or sale thereof infringes any U.S. Letters patent or copyright. If the use or sale of said item is enjoined by a court of competent jurisdiction due to a finding of infringement, the providing party shall, at no expense to the receiving party, obtain for the receiving party and its customers or subcontractors, as applicable, the right to use and sell said item or shall substitute an equivalent item acceptable to receiving party. It is understood by both parties that the Subcontractor is providing pre-clinical research services and will not engage in the sale of any good or product during the course of this agreement.
- (b) Notwithstanding the foregoing paragraph, when this order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. Patents, Subcontractor's liability for infringement of such Patents in such performance shall be limited to the extent of Prime's liability to the U.S. Government.

20.0 CONFIDENTIALITY AND USE OF PRIME FURNISHED ITEMS/INFORMATION

Both parties agree that it will keep confidential and not disclose information that reveals the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by either party hereunder (hereinafter collectively referred to as "Confidential Information"), and that it will use such Confidential Information only in the performance of this Subcontract or, if authorized, other orders from Prime and not otherwise, without the other party's prior written consent. Notwithstanding any other provision herein, Prime and Subcontractor shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing intellectual property.

All items furnished, loaned or bailed by Prime hereunder, for the performance of this Subcontract, (collectively, the "Items") are and shall remain the property of Prime.

Upon completion, expiration or termination of this Subcontract, the receiving party shall return all such Confidential Information to the providing party in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to the providing party, or make such other disposition thereof as may be directed or approved by the providing party. The receiving party agrees to replace, at its expense, all such Items not so returned. The receiving party shall make no charge for any storage, maintenance or retention of such Items. The receiving party shall bear all risk of loss for all such Items in receiving party's possession.

The receiving party also agrees to use any designs or data contained or embedded in such Confidential Information in accordance with any restrictive legends placed on such Confidential Information by the providing Party or any third party. If the providing party furnishes any material for fabrication hereunder, the receiving party agrees: (i) not to substitute any other material for such fabrication without the providing party's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

21.0 DISPUTES

Any dispute arising under this Subcontract shall be determined in the following manner:



- (a) Prime and Subcontractor agree to enter into good faith negotiations to resolve any dispute arising under this Subcontract within a reasonable period of time, at a maximum one hundred and twenty days (120) after a dispute arises.
- (b) If such negotiation is unsuccessful, Prime and Subcontractor may pursue remedies available at law or in equity in a court of competent jurisdiction.
- (c) Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Subcontract, Subcontractor shall proceed diligently with the performance of this Subcontract.

22.0 DEFAULT

- (a) The Prime may, by written notice of default to the Subcontractor, terminate the whole or any part of this Subcontract in any one of the following circumstances: (i) if Subcontractor fails to make progress in the work so as to endanger performance delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or (ii) if Subcontractor fails to perform any of the other provisions of this Subcontract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of thirty (30) days (or such longer period as Prime may authorize in writing) after receipt of notice from Prime specifying such failure; or (iii) Subcontractor becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due.
- (b) If this Subcontract is so terminated, Subcontractor shall submit a final termination settlement proposal to Prime. Subcontractor shall submit the proposal promptly but no later than six (6) months from the effective date of the termination. If Subcontractor fails to submit a proposal within the time allowed, Prime may determine the amount, if any, due to Subcontractor in accordance with the following guidelines: (i) an amount for direct labor hours determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rates set forth in the applicable Schedule to this Subcontract, less any hourly rate payments already made to the Subcontractor; (ii) an amount for material expenses incurred before the effective date of termination, not previously paid to the Subcontractor.
- (c) Subcontractor shall transfer title and deliver to Prime, in the manner and to the extent requested in writing by Prime at or after termination, such complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information, contract rights, and any other deliverables as Subcontractor has produced or acquired for the performance of the terminated part of this Subcontract, and Prime will pay Subcontractor the contract price for complete articles delivered to and accepted by Prime and the fair value of the other property of Subcontractor so requested and delivered.
- (d) Subcontractor shall continue performance of this Subcontract to the extent not terminated. Prime shall have no obligations to Subcontractor with respect to the terminated part of this Subcontract except as herein provided. In the event of Subcontractor's default, Prime's rights as set forth herein shall be in addition to Prime's other rights at law or in equity.
- (e) Subcontractor shall not be liable for damages resulting from default due to causes beyond the Subcontractor's control and without Subcontractor's fault or negligence, provided, however, that if Subcontractor's default is caused by the default of a subcontractor or supplier, such default must arise out of causes beyond the control of both Subcontractor and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

23.0 SUBCONTRACT CLOSEOUT

Within sixty (60) calendar days after the end of the Period of Performance, Prime will issue to Subcontractor a Subcontract Closeout Package which will include the following, as applicable: (i) Subcontract Release of Claims, (ii) Subcontractor's Assignment of Refunds, Rebates, Credits, and Other Amounts, (iii) Subcontract Patents Report; and (iv) any other documentation or request for information considered necessary by Prime to closeout this Subcontract.

Subcontractor agrees to submit all information and documentation, including a FINAL invoice(s) in accordance with Quick Closeout Procedures as required by the Subcontract Closeout Package, within thirty (30) calendar days of the date of the Subcontract Closeout Package. The If Prime determines, in Prime's sole discretion, that the information and documentation submitted by Subcontractor is acceptable (with or without negotiation as solely determined by Prime), the parties agree to be bound by Subcontractor's closeout submission as the final agreement between the parties with respect thereto.



In the event Subcontractor fails to submit the required closeout information and documentation in a timely manner, such failure shall constitute Subcontractor's express agreement that: (i) the amounts paid to date by Prime pursuant to this Subcontract, as determined by Prime's records, constitute the full, complete and final extent of Prime's financial obligation to Subcontractor, (ii) Subcontractor does forever fully and finally remise, release, and discharge Prime, its officers, agents and employees, of and from any and all liabilities, obligations, claims, and demands whatsoever arising under or relating to this Subcontract, and (iii) Subcontractor expressly authorizes Prime to rely on the foregoing representations and release in connection with Prime's closeout of or other actions taken with respect to Prime's Prime Contract.

24.0 GENERAL RELATIONSHIP

Subcontractor shall not be considered an employee of Prime for any purpose whatsoever. Subcontractor agrees that in all matters relating to this Subcontract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Subcontract. Subcontractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Prime and/or the Government and shall have no authority to represent Prime as an agent.

25.0 NON-WAIVER OF RIGHTS

The failure of Prime to insist upon strict performance of any of the terms and conditions in the Subcontract, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Subcontract shall not affect the validity of other parts hereof.

26.0 APPLICABLE STATE LAW AND COMPLIANCE

Subcontractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder. This Subcontract is governed by the laws of the state of Florida.

27.0 ORDER OF PRECEDENCE

In the event of an inconsistency or conflict between or among the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

1. Specific Terms and Conditions set forth in this Subcontract
2. Performance Work Statement - Schedule "A"
3. Flowdown Terms & Conditions -Schedule "E"

28.0 SOLICITATION OF EMPLOYEES

The following provision is limited to the Principal Investigator and Principal Investigator's Department within the University of Florida as the "party" for the Subcontractor. During the Period of Performance and for twelve (12) months after the expiration or termination of this Subcontract, neither party will, either directly or indirectly, solicit for employment or hire by itself (or any of its affiliates) any employee of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under this Subcontract, unless the hiring party obtains the written consent of the other party. Notwithstanding the foregoing, either party shall have the right to hire any individual employed by the other who, without other solicitation, responds to employment advertising in the newspapers, trade publications or other public commercial media or any unsolicited walk-in candidates not related to this Subcontract.

29.0 TERMINATION

Prime may terminate this Subcontract, in whole or in part, in accordance with FAR 52.249.5.

30.0 SEVERABILITY

If any provision of this Subcontract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired so long as the essential provisions of this Subcontract for each party remain valid, legal and enforceable. Any provision which is held to



be invalid, illegal or unenforceable will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

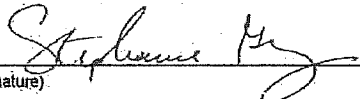
31.0 ENTIRE AGREEMENT

The parties hereby agree that this Subcontract, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

In witness whereof, the duly authorized representatives of Prime and the Subcontractor have executed this Subcontract on the dates shown.

SUBCONTRACTOR:

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
(DIVISION OF SPONSORED PROGRAMS)

x 
(Signature)

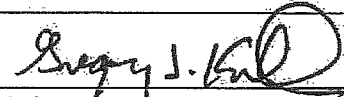
NAME: **Stephanie Gray**
(Type or Print)

TITLE: **Director of Research**

DATE: **9 APRIL 2014**

PRIME:

CHEROKEE NATION TECHNOLOGY SOLUTIONS, LLC


(Signature)

NAME: **GREG KILKENNY**
(Type or Print)

TITLE: **PRESIDENT**

DATE: **4/10/14**



SCHEDULE "A"
Performance Work Statement

SEVERE ACUTE RESPIRATORY (SARI) SURVEILLANCE & COMMUNITY ACQUIRED PNEUMONIA (CAP) SURVEILLANCE STUDY IN REPUBLIC OF GEORGIA STATEMENT OF WORK

The University of Florida (UF), directed by Dr. Gregory Gray, will introduce and validate new molecular diagnostic methods to determine the etiologic agents causing CAP and SARI, establish a network of sites providing NCDC/CPHRL with specimens from hospitalized CAP and SARI cases and ensure appropriate collection, storage, and transportation of samples for further laboratory investigation, and assess the prevalence and risk factors for infection with the most prevalent bacterial and viral pathogens related to CAP and SARI cases in the Republic of Georgia. UF personnel will be responsible for advising Georgian collaborators in the collection of blood and nasal specimens, as well as questionnaire data; providing technical support top Georgian collaborators for the analysis of sera and respiratory samples for infections; training Georgians in novel molecular techniques; arranging and monitoring the subcontract for collaborating site in Georgia; maintaining proper IRB approvals with NCDC, UF, and DoD IRB's; conducting validation screening of samples tested by Georgian personnel; conducting multivariate modeling of study results; traveling to Georgia to evaluate study progress.

PROPERTY

The following equipment is in the possession of Subcontractor. The equipment was transferred from Prime contract W81XWH-08-C-0737 to Cherokee Nation Technology Solutions' Prime contract W81XWH-13-D-0023. The care, custody and control of this equipment is the responsibility of the Subcontractor and is to be managed in accordance with FAR Subpart 45.5 and Property Reporting (Commercial) (Mar 1999) (USAMRAA). The University of Florida (UF) is responsible to return the assets to the AFHSC upon the completion of this subcontract (grant).

Asset ID	Description	Cost	Dept.	Project	PI
000000270360	SHAKER, RFG120V ANALOG	6194.730	33160000	00102940	GRAY
000000270464	CENTRIFUGE, SORVALL LEGEND X1R	8828.570	33160000	00102940	GRAY
000000270948	CENTRIFUGE, SORVALL LEGEND X1R	8828.570	33160000	00102940	GRAY
000000291001	PCR SYSTEM, 7500 FAST DX RT	63808.080	33160000	00102940	GRAY



SCHEDULE "B"
PRICE/BILLINGS

CLIN 0002 - FIRM FIXED PRICE - \$281,000.00

Billing Schedule	
Quarter 1	\$ 70,250.00
Quarter 2	\$ 70,250.00
Quarter 3	\$ 70,250.00
Quarter 4	\$ 70,250.00
Total	\$ 281,000.00



**SCHEDULE "C"
MILESTONES**

FISCAL YEAR 2014

**Severe Acute Respiratory Infection (SARI) Surveillance & community Acquired Pneumonia (CAP)
Surveillance Study in Republic of Georgia Deliverables Schedule**

QTR	Project Milestones	Completed By:
1	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	12/31/13
	Collected specimens tested in Georgia and findings reported to UF	12/31/13
	Subcontract between UF and Georgia executed	12/31/13
	UF IRB continuing review submitted	12/31/13
2	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	03/31/14
	Collected specimens tested in Georgia and findings reported to UF	03/31/14
	Samples sent to UF for validative testing	03/31/14
3	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	06/30/14
	Collected specimens tested in Georgia and findings reported to UF	06/30/14
	Samples sent to UF for validative testing	06/30/14
4	Georgian collaborators collect blood and nasal specimens, as well as questionnaire data	09/30/14
	Collected specimens tested in Georgia and findings reported to UF	09/30/14
	Multivariate modeling conducted	09/30/14



SCHEDULE "D"
KEY PERSONNEL

Key Personnel	Title/Position
Gregory C Gray MD, MPH	Co-Principal Investigator
Gary Heil, PhD	Research Assistant Professor/Senior Laboratorian
Ben Anderson, MPH	Project Coordinator
Mary Norris	Assistant Project Coordinator
Salah Uddin Khan, DVM	PhD Student
GPL Postdoc, PhD	Assist with Serological and Molecular analyses



SCHEDULE "E" FLOWDOWN CLAUSES INCORPORATED

With regards to the clauses listed in this Schedule E, unless the context requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime and Prime's Subcontract or Technical Representative, respectively except in the case of audit requirements and access to Subcontractor's proprietary records, whereas only an authorized representative of the Government may have access. It is intended that the language shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Prime, to insure Subcontractor's obligations to Prime and to the United States Government, and to enable Prime to meet its obligations under its Prime Contract. Prime accepts and agrees that only Government representatives shall have access to Subcontractor's records required for review and/or audit purposes, and that all cost detail and other Subcontractor sensitive, proprietary or confidential information shall be provided directly to the Government by Subcontractor.

Schedule E -1 Prime Contract Flowdowns

10.0 ORGANIZATIONAL CONFLICT OF INTEREST

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall provide a draft Organizational Conflict of Interest plan with their proposal and a final plan within 10 days of contract award. (See Section 6.0, Part 1.k., Reporting Requirements and Deliverables) The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

14.0 SECURITY AND PRIVACY REQUIREMENTS

- 1) Contractor personnel will be working in a restricted, secured environment and shall be responsible for compliance with the Army Physical Security Program, AR 190-13.
- 2) Contractor personnel assigned to this site location and under this Performance Work Statement (PWS) will require, at a minimum, to have a National Agency Check with Written Inquiries (NACI) and Credit Check performed by the Contract organization prior to the individual reporting to the site location for in-processing. Some personnel will be required to have security clearances (S, TS, and SCI) to perform their duties. If derogatory information is reported, the Contractor employee will be removed from the project. All positions listed on the Manpower table below require security clearances. (See Section 17.4, AFHSC Historical/Anticipated Manpower Requirements)
- 3) Contractor shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by Government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, or local policy. In addition to changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.
- 4) All Contractor employees with access to a Government information system must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services, and must successfully complete the DoD Information Assurance Awareness prior to access to the information systems and then annually thereafter.
- 5) Selected Contractor employees with duties that require handling or access to classified information shall comply with FAR 52.204-2, Security Requirements. This clause involves access to



information classified "(Con)fidential," "(Sec)ret," or "Top (Sec)ret" and requires Contractor to comply with the Security Agreement (DD Form 441) including the National Industry Security Program Operating Manual (DoD 5220.22-M) and any revisions to DoD 5220.22-M.

- 6) The Contractor is required to provide the following minimum training requirements for Contract personnel with an area of performance within a DoD controlled installation, facility, or area.

- Anti-Terrorism Level One (AT- Level 1) Training

All Contractor employees requiring access to DoD installations, facilities, and controlled access areas shall complete AT level I awareness training within 30 days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit to the COR or to the Contracting Officer, if a COR is not assigned, certificates of completion for each affected Contractor employee within 10-days after completion of training. This is an annual requirement. AT Level I awareness training is available at the following website: <http://atlevel1.dtic.mil/at>.

- AT Awareness Training for Contractor Personnel Traveling Overseas

U.S. based Contractor employees traveling overseas to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by the geographic Combatant Command and the U.S. Department of State. Specific AOR content is directed by Combatant Commander with the unit ATO/Travel Officer being the local point of contact.

- OPSEC Training

Per AR 530-1, Operations Security, new Contractor employees, in coordination with the Government, must complete Level I OPSEC training within 30 calendar days of their reporting for duty. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR within 60 calendar days after completion of training by all employees and subcontractor personnel. All Contractor employees must complete annual OPSEC awareness training.

- Information Assurance/Information Technology training

All Contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All Contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

- Information Assurance/Information Technology Certification

Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570-01-M must be completed upon contract award.

- iWATCH Training

The Contractor shall brief all employees on the local iWATCH program (training standards provided by the requiring activity antiterrorism officer (ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR within 10 calendar days after training completion.

- DoD Cyber Awareness Training
- Health Information Portability and Accountability Act (HIPAA) Training
- Chemical, Biological, Radiological, and Nuclear (CBRN) Training

- 7) The Contractor, in coordination with the Government, shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will specify the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the Contractor shall identify an individual who will be an OPSEC Coordinator. The Contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.
- 8) DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the United States. The clause shall be used in solicitations and Contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for nonlocal national Contractor personnel to comply with theater clearance requirements and allows the Combatant Commander to exercise oversight to ensure the Contractor's compliance with Combatant Commander and subordinate task force Commander policies and directives.
- 9) DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize



Contractor personnel to accompany U.S. Armed Forces deployed outside the United States in contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises, when designated by the Combatant Commander. The clause discusses the following AT/OPSEC-related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per Combatant command guidance), and personnel data required.

- 10) Government information must not be released into the public domain until it has been cleared for release by OPSEC and PAO. Contractors will process all materials, including but not limited to: symposia, journal articles, poster sessions, photos, charts, illustrations, information posted to publically accessible internet sites, and Government technical reports which are intended to be released to the public or presented in a public forum whether in person, in print, or electronically through appropriate government review authorities for approval in accordance with DoD regulations and policies of higher headquarters.

16.0 PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

- 1) IAW DoD 6025.18R "Department of Defense Health Information Privacy Regulation" the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and DoD 6025.18R, as amended.
- 2) The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.
- 3) The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- 4) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.
- 5) The Contractor shall report to the Government any security incident involving protected health information of which it becomes aware.
- 6) The Contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware.
- 7) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor, on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
- 8) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

Schedule E-2 Section E Deliverables and Inspection CLAUSES INCORPORATED BY FULL TEXT

CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES) (APR 2011) (USAMRAA)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk can be reached at 703-695-5103 or 703-695-5058 for any technical questions. The help desk can also be contacted via email: contractormanpower@hqda.army.mil. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.



INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

Schedule E-3 Section I - Contract Clauses CLAUSES INCORPORATED BY FULL TEXT

ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (MAR 1999) (USAMRAA)

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.
- d. This clause shall have effect for the term of the contract.

SAFEGUARDING PROPRIETARY INFORMATION (MAY 1999) (USAMRAA)

- a. "Proprietary information" shall mean all information, whether disclosed orally, in writings, by drawings, or otherwise relating to the work to be performed under this contract, whether proprietary to the Government or one of its collaborating partners. Proprietary information includes, but is not limited to, information regarding properties, formulae, structures, manufacturing processes, and test results. Information ceases to be proprietary when it is generally available to the public or is available from sources other than the Department of the Army. All information submitted to the contractor under this contract shall be presumed to be proprietary to the Department of the Army or one of its collaborating partners until the Department of the Army announces to the contrary.
- b. The contractor shall safeguard proprietary information both during and after the term of this contract, and shall neither appropriate, nor disclose, nor make unauthorized use of the proprietary information received under this contract. The requirements of this paragraph include, but are not limited to, the following:
 - (1) Maintenance of a high degree of physical security over proprietary information at all times;
 - (2) Discussion of proprietary information only among contractor's employees whose duties and responsibilities require knowledge of that information; and,



(3) Elimination of proprietary information in open publications by the contractor and its personnel.

c. The contractor shall require all personnel who receive proprietary information to execute the statement in paragraph d below when this contract becomes effective or when first employed (if employed after the contract becomes effective). All statements executed pursuant to this paragraph shall be forwarded to the U.S. Army Medical Research Acquisition Activity when this contract terminates, when the employment ends, or upon request of the Contracting Officer.

d. The following statement shall be executed pursuant to paragraph c above:

I hereby acknowledge that I have been informed that my duties may require that I have access to proprietary information. I understand this proprietary information which I will receive includes, but is not limited to, properties, formulae, structures, protocols, manufacturing processes, and test results.

I agree that I will neither appropriate nor disclose nor make unauthorized use of proprietary information both during and after my employment. I further agree that I will neither include nor draw upon proprietary information received under this contract in open publication. This agreement is executed with the intention that collaborating partners of the United States Government who have submitted information to the Government under non-disclosure obligations shall be third party beneficiary hereunder, and shall have the right to enforce the obligations undertaken herein.

Name: _____
Date: _____

e. The contractor shall insert the substance of paragraphs a through d above in each subcontract hereunder. Compliance with the provisions of this clause shall be the responsibility of the contractor.

CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

When contractor personnel perform the services required in this contract on a Government installation they are required to possess and wear an identification badge that displays his or her name and the name of the Company. The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written or verbal communications.

TRAVEL (JULY 2007) (USAMRAA)

a. Approval of Foreign Travel. The cost of foreign travel is allowable only when the specific written approval of the Contracting Officer is obtained prior to commencing the trip. Approval shall be requested at least 90 calendar days before the scheduled departure date in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. Foreign travel under this contract is defined as any travel outside of the United States and its territories and possessions.

b. Costs incurred by contractor personnel on official company business, whether foreign travel and/or domestic/local travel, are allowable, subject to the limitations contained in the Federal Acquisition Regulation (FAR) clause at 52.216-7, Allowable Cost and Payment, incorporated into this contract.

CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, AND EXPLOSIVES (CBRNE) TRAINING (DEC 2006) (USAMRAA)

Some or all contractor employees working under this contract are considered supplemental staffing personnel in that they supplement the efforts of U.S. Army Medical Research and Materiel Command military and civil service employees in their regular and continuing duties. All supplemental staffing employees shall complete an appropriate Army Medical Department CBRNE Training Course offered by the Army Training Support Center.



Course access is achieved through enrollment in the Army Correspondence Course Program at <http://www.atssc.army.mil/accp/aipdnew.asp>. Upon course completion, the contractor shall provide a copy of each individual's training certificate to the Contracting Officer. The CBRNE course shall be completed within forty-five (45) calendar days of the individual's commencement of contract

services. The course(s) applicable for this award are annotated below:

☒ CBRNE Basic - For personnel who would not be employed as responders during a CBRNE event.....such as contractor personnel working in administrative positions.

☐ CBRNE Executive - For personnel in executive leadership positions.

☐ CBRNE Clinician - For health care providers who would or may have clinical duties in response to a CBRNE event.

☐ CBRNE Operator/Responder - For all personnel, other than health care providers, who would or could be involved in planning or responding to a CBRNE event.

GEIS/AFHSC PERFORMERS

GEIS/AFHSC performers that are not direct contractors of this effort will be provided antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States, but will not be required to provide certification of official training.

PROPERTY REPORTING (COMMERCIAL) (MAR 1999) (USAMRAA)

The designated property administrator for Government property acquired for use under this contract is the Contract Specialist, US Army Medical Research Acquisition Activity, Fort Detrick, MD 21702-5014. The contractor shall furnish the designated property administrator report, (i.e. DD FORM 1662, DOD Property in the Custody of Contractors).

a. Interim Inventories - Annually, as of 30 September, report due 10 October, each year.

Final Inventory - When the contract expires

Schedule E – 4 Section I - Contract Clauses CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	Central Contractor Registration Maintenance	DEC 2012
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010



52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.215-2Alt II	Audit and Records--Negotiation	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-17	Section 8(A) Award	DEC 1996
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984



52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7009	Section 8(a) Direct Award	SEP 2007
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	DEC 2012
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006



252.226-7000	Notice Of Historically Black College Or University And Minority Institution Set Aside	APR 1994
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7028	Technical Data or Computer Software Previously Delivered	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.249-9 Default (Fixed-Price Research and Development).

As prescribed in 49.504(b), insert the following clause:

DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

- (i) Perform the work under the contract within the time specified in this contract or any extension;
- (ii) Prosecute the work so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

- (iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (iii) of this clause may be exercised if the Contractor does not cure such failure within 10 days (or more, if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, work similar to the work terminated. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or



services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule or other performance requirements.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed or partially completed work not previously delivered to, and accepted by, the Government and (2) other property, including contract rights, specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay the contract price, if separately stated, for completed work it has accepted and the amount agreed upon by the Contractor and the Contracting Officer for (1) completed work for which no separate price is stated, (2) partially completed work, (3) other property described above that it accepts, and (4) the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss from outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

252.227-7020 Rights in special works.

As prescribed in 227.7105-3, 227.7106(a) or 227.7205(a), use the following clause:

RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) *Applicability.* This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) *License rights.* (1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such



works: "© (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "©" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) *Third party copyrighted data.* The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works—

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) *Indemnification.* The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works or (3) to the extent allowed by Florida law.

(f) *Government-furnished information.* Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

As prescribed in 227.7103-6(c), 227.7104(f)(1), or 227.7203-6(d), use the following clause:

LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support contractor," "limited rights," and "Government purpose rights" are defined in the clause at 252.227-7013, Rights in Technical Data-Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms "covered Government support contractor," "government purpose rights," and "restricted rights" are defined in the clause at 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms "covered Government support contractor," "limited rights," "restricted rights," and "SBIR data rights" are defined in the clause at 252.227-7018, Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program.

(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) *GFI marked with limited rights, restricted rights, or SBIR data rights legends.* (i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.



(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(2) *GFI marked with government purpose rights legends.* The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7.

(3) *GFI marked with specially negotiated license rights legends.* (i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) *GFI technical data marked with commercial restrictive legends.* (i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(5) *Covered Government support contractors.* If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that—

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and



(v) That a breach of these obligations or restrictions may subject the Contractor to—

(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) *Indemnification and creation of third party beneficiary rights.* The Contractor agrees—

(1) To the extent allowed by Florida law, indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause or

[78 FR 30241, May 22, 2013]

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or



(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process. Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;



(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/q/tip>.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.usamraa.army.mil

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/vffara.htm>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

GOOD LABORATORY PRACTICES (DEC 2006) (USAMRAA)

The conduct of studies on investigational new drugs or devices shall comply with the GOOD LABORATORY PRACTICE (GLP) FOR NONCLINICAL LABORATORY STUDIES regulations 21 CFR 58. The contractor shall notify the Administrative Contracting Officer by telephone immediately upon announcement by a representative of the Food and Drug Administration (FDA) of an inspection of studies performed under this contract. In addition to the FDA representative, the Contracting Officer's Representative (COR) shall have access to the contractor's records and specimens. With reference to paragraph 58.195(h) of the GLP regulations, the contractor shall notify the COR in writing in addition to the FDA, should the contractor go out of business and/or transfer the records during the periods prescribed in paragraph 58.195. On expiration or termination of the contract, the contractor shall notify the COR of any remaining unused test articles.

INVESTIGATING AND REPORTING POSSIBLE SCIENTIFIC MISCONDUCT (MAR 1999) (USAMRAA)

a. "Misconduct" or "Misconduct in Science" is defined as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in



interpretations or judgments of data.

b. Contractors shall foster a research environment that prevents misconduct in all research and that deals forthrightly with possible misconduct associated with research for which U.S. Army Medical Research and Materiel Command funds have been provided or requested.

c. The contractor agrees to:

- (1) Establish and keep current an administrative process to review, investigate, and report allegations of misconduct in science in connection with research conducted by the contractor;
- (2) Comply with its own administrative process;
- (3) Inform its scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures;
- (4) Take immediate and appropriate action as soon as misconduct on the part of employees or persons within the organization's control is suspected or alleged; and
- (5) Report to the Administrative Contracting Officer (ACO) a decision to initiate an investigation into possible scientific misconduct.

d. The contractor is responsible for notifying the ACO of appropriate action taken if at any stage of an inquiry or investigation any of the following conditions exist:

- (1) An immediate health hazard is involved;
- (2) There is an immediate need to protect Federal funds or equipment;
- (3) A probability exists that the alleged incident will be reported publicly; or
- (4) There is a reasonable indication of possible criminal violation.

KEY PERSONNEL (MAR 1999) (USAMRAA)

a. The Contractor agrees to utilize the following Key Personnel on this contract:

See Task Orders.

b. The above Key Personnel shall be utilized as necessary to fulfill the requirements of this contract.

c. The offerer must provide thorough and detailed documentation of the experience, abilities, and background for Key Personnel under this contract in the form of resumes or equivalent statements of qualifications. Such documentation should include but not be limited to: name, curriculum vitae, type and description of experience.

d. The contractor agrees that during the contract performance period substitution for Key Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below.

e. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

f. If any of the listed Key Personnel are subcontractor personnel, the contractor shall include the substance of this clause in any subcontract which he awards under this contract.



SCHEDULE "F"
INSURANCE REQUIREMENTS FOR SUBCONTRACT

In accordance with FAR 52.228-7



SCHEDULE "G" TRAVEL REQUIREMENTS

SubContractor Travel Request

Travel Request/Authorization

Subcontract # _____

Employee Name: _____	Subcontractor Organization: _____
Home Address: _____	Cell Phone: _____
E-Mail Address: _____	Phone/Extension: _____

Complete the form and give it to the AFHSC Travel Manager, Emilee Becker at emilee.m.becker.ctr@mail.mil.

Departure Location: _____

Date: _____

Business Location: _____

Return Location: _____

Date: _____

Purpose of Travel: *For documentation purposes, an agenda or detailed meeting summary is **REQUIRED** to accompany this form. You must account for each business day.*

The traveler shall identify and comply with all applicable federal, state, and local statutes; Host Nation instructions, manuals, handbooks, regulations, guidance, and policy letters, including all documentation (i.e. passports, VISAS, immunizations etc.).

All travelers should familiarize themselves with conditions at their destination that could affect their health (high altitude or pollution, types of medical facilities, required immunizations, availability of required pharmaceuticals, etc.). While some of this information may be found in the documents listed above, the key resource for health information is the Travelers' Health page of the Centers for Disease Control (CDC) website at <http://www.cdc.gov/travel>.

At the Travelers will be provided antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the US, but will not be required to provide certification of official training. All travelers are advised to review the Department of State (http://travel.state.gov/travel/travel_1744.html) guidelines for international travel specific to the country of destination.

BUDGET ESTIMATE

- | | |
|-----------------|----------|
| • AIR | \$ _____ |
| • LODGING | \$ _____ |
| • RENTAL CAR | \$ _____ |
| • MISCELLANEOUS | \$ _____ |
| • TOTAL | \$ _____ |

Traveler's Signature: _____ Date: _____

CNTS PM Approver's Signature _____ Date: _____

AFHSC Director Signature _____ Date: _____