

Subcontract by and between

The University of Florida Board of Trustees,
a corporate body public of the State of Florida

and the

National Center for Disease Control and Public Health

Subcontract No. UF13074
Modification No. 01

ADMINISTRATIVE CHANGES

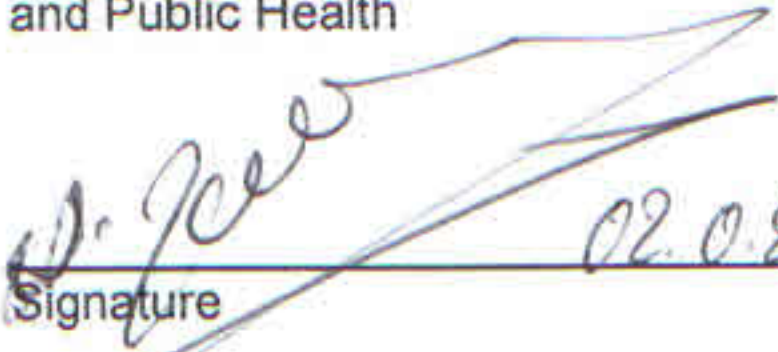
Whereas it is understood that the Richard G. Lugar Center for Public Health Research (CPHR) has been liquidated and subsumed by the National Center for Disease Control and Public Health (NCDC), all references to CPHR in the original agreement are now replaced with NCDC and NCDC will assume all privileges and obligations previously given to CPHR. NCDC has offices at 9 M. Asatiani, Tbilisi 0186, GEORGIA.

SUBCONTRACTOR's Administrative Officer is replaced with the following:

Amiran Gamkrelidze
Director General
9 M. Asatiani
Tbilisi 0186, GEORGIA
Telephone: +99532 2 39 89 46
Fax: +99532 2 43 30 59

No other changes are made at this time and all other terms and conditions remain in full force and effect.

National Center for Disease Control
and Public Health


Signature 02.08.2013

Amiran Gamkrelidze

Name

Director General

Title

DUNS

University of Florida


Signature 7/31/13

Brian Prindle

Name

Associate Director of Research

Title

Subcontract by and between

University of Florida Board of Trustees,
a corporate body public of the state of Florida

and the
National Center for Disease Control and Public Health
~~Richard G. Lugar Center for Public Health Research (CPHR)~~

Subcontract Number: UF13074

This (check one) ___ fixed price **X** cost reimbursable ___ other Subcontract is entered into by and between the National Center for Disease Control and Public Health (NCDC) of Georgia, hereafter referred to as (SUBCONTRACTOR), with offices at M. Asatiani 9, Tbilisi, Georgia, 0177 and the University of Florida Board of Trustees, hereafter referred to as (FLORIDA), with offices at the Division of Sponsored Research, 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) & Community Acquired Pneumonia (CAP) Surveillance Study in Republic of Georgia being funded by the Henry M Jackson Foundation hereafter referred to as (FUNDING AGENCY), under (check one) ___ grant, **X** contract, or ___ award number 670569, hereafter referred to as (PRIME AWARD), having a CFDA number, N/A.

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 September 29, 2012 with activities ending on September 29, 2013, 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
Emerging Pathogens Institute
2055 Mowry Road
Gainesville, FL 32611[
Telephone: 352-273-9449

SUBCONTRACTOR's Project Director is as follows:

Giorgi Chakhunashvili, M.D. Ph.D.
Surveillance Division Specialist, NCDC
Tbilisi, Georgia 0177
Phone: +995 599 797 555
E-mail: 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:

Brian Prindle, Associate Director
Division of Sponsored Research
University of Florida
219 Grinter Hall
Box 115500
Gainesville, FL 32611-5500
Telephone: 352/392-1582
Email: ufawards@ufl.edu

SUBCONTRACTOR's Administrative Officer is as follows:

Anna Zhvania
Director
Tel/ (+995 32) 2243 424 (ext. 2152)
Mob: (+995) 577 460556
16 Kakheti Highway
Tbilisi 0108
Georgia

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>
Quarterly Progress Report	See Appendix B for due dates of all reports
Final Quarterly Progress Report	
Final Certified Expenditure Report	

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. Funds provided for SUBCONTRACTOR's involvement in this project shall be on a cost reimbursable basis not to exceed \$110,964. The budget for which FLORIDA has based this support is detailed in Appendix B.
2. SUBCONTRACTOR shall submit invoices to FLORIDA for costs incurred on a quarterly basis with narrative reports as specified in Appendix B.
3. All Invoices shall be submitted at a line item detail equal to the detailed budget in Appendix B.
4. SUBCONTRACTOR shall submit the final invoice with a certified financial expenditure report with final quarterly report, see Appendix B.
5. SUBCONTRACTOR's invoices must reference the following subcontract numbers;

Project No: 00102940

Subcontract No: UF13074

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

6. SUBCONTRACTOR shall, if necessary and upon request, provide expenditure documentation in detail sufficient for a proper pre and post audit thereof.
7. 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 Budget, attached hereto as Appendix B, (3) PRIME AWARD, attached hereto as Appendix C.

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.
2. For organizations that do not conduct an independent external audit, an official letter signed by an organization official must be submitted to FLORIDA's Subcontract Manager, destrickland@ufl.edu. Failure to submit the official letter 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, FDACS, 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

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

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 FDACS 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 FDACS 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.

DEBARMENT/SUSPENSION

1. SUBCONTRACTOR having entered into a subcontract with FLORIDA, hereby certifies that, at the time of entering into the subcontract, neither it nor its principals, was debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in the subcontract by any federal department or agency.
2. SUBCONTRACTOR also certifies that it will immediately notify FLORIDA if at any time during the period of performance under the subcontract, either it or its principals, is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in the subcontract by any federal department or agency.

PUBLIC ENTITY CRIME

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. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Florida Statutes, Section 287.133).

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

INTELLECTUAL PROPERTY

1. SUBCONTRACTOR by signing this Subcontract agrees to be bound by the PRIME AWARD's Article 8; Intellectual Property Rights, to the same extent as FLORIDA is bound.
2. For the purposes of PRIME AWARD Article 8, "Contracted Party" shall mean SUBCONTRACTOR.
3. SUBCONTRACTOR agrees to provide a copy of any disclosures and/or reports required of this policy simultaneously to FLORIDA's Office of Technology Licensing.
4. SUBCONTRACTOR grants FLORIDA a non-exclusive, worldwide, fully paid-up, royalty-free, perpetual license to use and to practice all Research Results developed under this Subcontract for non-commercial research and development purposes related to the diagnosis, cure, treatment and/or prevention of blindness and its complications.

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

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;

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

Richard G. Lugar Center for Public Health Research (CPHR)

University of Florida

Director
Authorized Officer

BP-1
Authorized Signature

Anna Zhvania

Brian Prindle
Associate Director of Research

17-05-2013
Date

5/20/13
Date

Subcontractor's Federal Tax ID#



STATEMENT OF WORK

Period of Performance: September 29, 2012 through September 13, 2013

Statement of Work Summary:

The main etiological agents causing Severe Acute Respiratory Infection (SARI) & Community - Acquired Pneumonia (CAP) will be identified in about 100-150 adults and children at the outpatient and hospitalized settings from the hospitals of Georgia.

Hospital epidemiologists will be trained to enroll the study subjects.

All enrolled patients will provide blood, urine, and sputum specimens which will be tested by using bacteriological, serological, and PCR tests. High risk groups and accompanying diseases and conditions will be studied.

2013

Quarter 1: September 29, 2012 – December 31, 2012: Quarterly Report Due January 18, 2013

Generate summary report of enrolled subjects by site and date

Quarter 2: January 1, 2013 – March 30 2013: Quarterly Report Due April 18, 2013

Generate summary report of enrolled subjects by site and date

Quarter 3: April 1, 2013 – June 30, 2013: Quarterly Report Due July 18, 2013

Generate summary report of enrolled subjects by site and date. Share your testing results. Ship first batch of clinical specimens

Quarter 4: July 1, 2013 – September 29, 2013: Final Quarterly Report Due October 18, 2013

Generate summary report of enrolled subjects by site and date. Share your testing results.

APPENDIX B

Budget and Invoice Due Dates

Total funds not to exceed \$110,964.00 for the subcontract.

Payment Schedule:

- 1: \$27,741 to be invoiced upon submission and acceptance of quarterly report due 18 January 2013.
- 2: \$27,741 to be invoiced upon submission and acceptance of quarterly report due 18 April 2013.
- 3: \$27,741 to be invoiced upon submission and acceptance of quarterly report due 18 July 2013.
- 4: **Final Invoice: A request up to \$27,741 may be invoiced to pay all allowable expenditures not yet covered by previous payments. Final Invoice due upon submission and acceptance of Final quarterly report and a Final Certified Expenditure Report due 18 October 2013.**

Notes:

Final Certified Expenditure Report must contain the certification of expenditure statement and be similar in format with the attached Template Expenditure Report.

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

Award Budget Summary

<u>Salary</u>	\$54,370
<u>Laboratory supplies and reagents</u>	\$47,800
<u>Fuel</u>	\$1,000
<u>In country travel</u>	\$2,760
<u>Overhead</u>	\$5,034
<u>Total</u>	\$110,964

Subcontract **FINAL** Expenditure Report for UF13074

Send Invoice to:

Period of Performance **09/29/12 - 09/29/13**

University of Florida
Contracts and Grants Accounting Services
123 Grinter Hall, PO Box 113003
Gainesville, FL 32611-3001
Email to: Subcontract-manager@ufl.edu

National Center for Disease Control and
Public Health (NCDC) of Georgia
9 M.Asatiani str.
Tbilisi,0177, Georgia

Expense Categories	% Effort	Award Budget	Cumulative Expenditures	Balance
Salaries:				
Georgi Chakhunashvili, Co-PI	50%	\$4,200.00		
Ketevan Sidamonidze-Project Mgr	50%	\$4,200.00		
Maia Butsashvili -Sci Consultant	15%	\$3,600.00		
Irakli Karseladze-Epi Team	40%	\$3,600.00		
Ana Machabishvili-Epi Team	35%	\$3,600.00		
Ketevan Sanadze-Data Analysis	30%	\$2,230.00		
Olgha Tarkhan-Mouravi-Data Analysis	25%	\$2,230.00		
Pikria Shavreshiani-Data Analysis	25%	\$2,230.00		
Tsiuri Tushishvili-Data Analysis	25%	\$2,230.00		
Nino Gogadze-Data Collector	25%	\$1,200.00		
Maia Chkhaidze- Data Collector	25%	\$1,200.00		
Tiniko Gabrichidze-Data Collector	25%	\$1,200.00		
Maka Tsilosani-Data Collector	25%	\$1,400.00		
Medeia Eloshvili – Bacteriologist	30%	\$2,300.00		
Giorgi Pirtskalaishvili – Bacteriologist	30%	\$2,300.00		
Ekaterine Zhgenti-Virus Detector	30%	\$2,500.00		
Tamar Jashiashvili -Virus Detector	30%	\$2,500.00		
Nazibrola Chitadze -Virus Detector	30%	\$2,500.00		
Tsiuri Simsiye -Bacteriologist	30%	\$2,000.00		
Nino Macharashvili -Bacteriologist	30%	\$2,300.00		
Vasil Gagnidze-Accountant	30%	\$2,000.00		
Maia Zarandia-Serologic Studies	30%	\$1,400.00		
Driver		\$1,450.00		
SALARIES TOTAL		\$54,370.00		
Operating Expenses:				
Laboratory Supplies and Reagents		\$47,800.00		
Fuel		\$1,000.00		
Travel:				
Domestic		\$2,760.00		
Total Direct Costs		\$105,930.00	\$0.00	
Indirect Costs - 5%		\$5,034.00		
TOTAL		\$110,964.00	\$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