

RTI Subaward Number 2-312-0217681-66232L - Revised

<p>Subrecipient: City and County of San Francisco 1 Dr. B Goodlett Place San Francisco, CA 94102 United States</p> <p>Contractual Designee: Sajid Shaikh Phone: 415-255-3512 E-mail: sajid.shaikh@sfdph.org</p> <p>Subrecipient Size and Socio-Economic Status:</p>	<p>RTI: RTI International 3040 Cornwallis Road Research Triangle Park, NC 27709</p> <p>RTI Technical Monitor/Project Manager: Ellen Luecke Phone: 919-485-1392 E-mail: eluecke@rti.org</p> <p>RTI Subaward Administrator: John Hall Phone: 919-316-3956 E-mail: johnhall@rti.org</p>
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If a Small Business**, check ALL that apply and enter appropriate NAICS Number: N/A

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|---|--|--|
| <input type="checkbox"/> Small Business Concern (SB) | <input type="checkbox"/> Woman-Owned SB | <input type="checkbox"/> HUBZone (Historically Underutilized Business Zone) certified SB |
| <input type="checkbox"/> Small Disadvantaged Business. [Including Black-, Asian Pacific-, Subcontinent Asian-, Native-, Hispanic American-owned SBs or active 8(a)] | <input type="checkbox"/> Veteran-Owned SB | <input type="checkbox"/> Alaska Native Corporation and Indian Tribe |
| | <input type="checkbox"/> Service-Disabled Veteran-Owned SB | |

If not a Small Business, check one: Large Non-Profit Foreign/Other (including Gov't) HBCU/MI****North American Industry Classification System (NAICS) online search: www.census.gov/eos/www/naics.**Small Business definitions and size standards are available in the Federal Acquisition Regulation 52.219-8 and 13 CFR Part 121; HUBZone SB must be certified by SBA (www.sam.gov and www.sba.gov/size). Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

***Historically Black Colleges and University (HBCU) or Minority Institutions (MI).

Subaward Title: *AMBER SOW - SFDPH***Prime Award:** *NIAID Grant 1R01AI54549***Subaward Type:** *Cost Reimbursement***Subaward Amount:** *\$113,581***Subaward Funded Amount:** *\$32,451***Period of Performance:** *12/15/20 to 07/31/25***Purchase Order Number:** *66232L***CFDA Number (if applicable):** *93.855***The Subrecipient shall perform, within the period and at the funded amount specified above, the work set forth in the attached Statement of Work. Any additional terms and conditions applicable to this Subaward are included herein****In accepting this Subaward, the Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life of this Subaward must be reported immediately to RTI. The Subrecipient agrees to incorporate the Debarment and Suspension certification into any lower-tier subaward or Subcontract that they may enter into as a part of this Subaward.****Subaward Approved By:**Subrecipient Signature:
Greg Wagner

DocuSigned by:



2/2/2021 | 5:32 PM PST

Name

Signature

Date

RTI Subaward Administrator:
John Hall

Name

Signature

Date

Attachments:

- 1) Subaward Terms and Conditions
- 2) Statement of Work/Budget
- 3) Subaward Special Award Provisions
- 4) Invoice Summary Template

- 5) Release and Assignment Form

Attachment 1: Subaward Terms and Conditions

ARTICLE 1. Federal Award Identification

Federal Award Identification in accordance with 2 CFR §200.331(a)(1):

Subrecipient Name	City and County of San Francisco
Subrecipient's DUNS #	103717336
Federal Award Identification Number (FAIN)	1R01AI54549
Federal Award Date	8/20/2020
Federal Award Total Amount	\$4,789,398.00
Federal Award Project Description	AMBER SOW - SFDPH
Federal Awarding Agency	NIAID
CFDA Number and Name	93.855 Allergy and Infectious Diseases Research
R&D	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subaward Indirect Cost Rate	See Article 4, Indirect Rate Indemnity

ARTICLE 2. Type of Subaward/Funding (Cost Reimbursement)

- A. This is a Cost Reimbursement Subaward in the amount **\$113,581**, for the satisfactory completion of the work requirements found in Attachment 2: *Statement of Work/Budget*. The estimated cost is **\$113,581**.
- B. Upon completion and RTI acceptance of the work specified herein, the Subrecipient will submit invoice(s) in accordance with the payment provisions established in the Subaward. In addition to any other available remedies, if, in the opinion of RTI, Subrecipient fails to perform in accordance with the terms of this Subaward, the RTI Subaward Administrator may refuse or limit approval of any invoices for payment, and may cause payments to Subrecipient to be reduced or withheld until such time as RTI determines that Subrecipient has met the performance terms as established by the Subaward.
- C. The Subaward is funded in the amount of **\$32,451**. Accordingly, the Limitation of Funds/Costs clause set forth in article 19. shall apply to the management of this funding allocation. RTI shall bear no legal liability or financial obligation beyond the funded amount stipulated in this paragraph.

ARTICLE 3. Submission and Payment of Invoices

- A. T&M, Labor Hour and Cost Reimbursement Subagreements: Subrecipient shall submit invoices monthly for reasonable, allowable, and allocable costs incurred in the performance of work under a Subagreement.
- B. RTI shall make any payments due under this agreement within thirty (30) calendar days after its receipt of a proper invoice from Subrecipient provided Subrecipient complied with requirements of the Subagreement and such invoice from Subrecipient complies with all requirements, which may be amended from time to time after this Agreement's execution, delineated at the following link: https://www.rti.org/sites/default/files/supplier_invoicing_instructions_for_rti_org_.pdf
- C. Allowable Costs for Subawards funded via Federal Cooperative Agreements/Grants: RTI determines the allowability of costs in accordance with the cost principles applicable to the type of Subrecipient incurring the costs as follows:
- (1) For-profit organizations. Allowability of costs incurred by for-profit organizations and those non-profit organizations listed in Appendix VIII to 2 CFR 200 is determined in accordance with the for-profit costs principles in 48 CFR part 31 in the Federal Acquisition Regulation.
 - (2) Other types of organizations. Allowability of costs incurred by other types of organizations that may be Subrecipients under a prime award to a for-profit organization is determined in accordance with 2 CFR 200 Subpart E – Cost Principles.
 - (3) Fee and profit. The Subrecipient may not earn or keep any profit resulting from a Subaward, unless explicitly authorized by the terms and conditions of this Subaward. The Subrecipient may pay a fee or profit to a contractor providing goods or services under a contract.
- D. Subrecipient shall submit an invoice summary page as incorporated herein with each invoice submission. Subrecipient may use its own invoice summary format if such is substantially similar to the template provided in this Subagreement. In addition, Subrecipient shall include the following certification on all invoices:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward/contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject

me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Subrecipient's final invoice for the Subagreement and release and assignment shall be submitted to RTI within sixty (60) calendar days following completion of the period of performance of the Subagreement. In the event that quick closeout is requested by RTI, Subrecipient shall comply with 2 CFR 200.343 to complete the Subagreement closeout. Payment of the final invoice will be withheld pending:

- Completion, submission, and acceptance by RTI of all work performed under the Subagreement's Statement of Work
- Completion of Subagreement Release and Assignment Form, including patent/invention report, and property report; and
- Clear, visible, and proper marking of "final invoice" on the actual final invoice.

ARTICLE 4. Indirect Rate Indemnity (Cost Reimbursement)

A. Subrecipient shall provide the RTI Subcontract Administrator with a copy of Subrecipient's Negotiated Indirect Cost Rate Agreement with the Government for the purpose of verifying compliance with Subrecipient's Negotiated Indirect Cost Rate Agreement with the Government. In the event Subrecipient will not provide indirect rate information to RTI due to proprietary restrictions, Subrecipient hereby agrees to certify to the following:

Subrecipient shall invoice for indirect costs associated with performance of this Subaward at rates that do not exceed the following ceilings:

Indirect Cost	Rate	Base
Facilities and Administrative Costs	25%	\$6,490.00

ARTICLE 5. Subaward Period of Performance [OPTIONS PERIODS/YEARS]

A. The Subaward includes a "Base Period" plus [4] one-year option periods. The term of the Base Period" is **December 15, 2020 to July 31, 2021**, and the term for the following option periods consist of:

- Option Year 1: August 1, 2021 to July 31, 2022
- Option Year 2: August 1, 2022 to July 31, 2023
- Option Year 3: August 1, 2023 to July 31, 2024
- Option Year 4: August 1, 2024 to July 31, 2025

B. Any adjustments, option exercises, extensions, or changes to the period of performance shall be authorized by a written modification to the Subaward.

ARTICLE 6. Option to Extend Period of Performance [OPTION PERIODS/YEARS]

As set forth in Article 6, RTI has the option to unilaterally extend the term of this Subaward for four (4) additional periods at any time up to sixty (60) days before the expiration date of the performance period. These options shall be exercised by the issuance of written amendment(s) to this Subaward citing the authority of this Article. These options do not alter the terms and conditions already set forth herein.

ARTICLE 7. Designation of Contractual Representatives

A. **John Hall** is hereby designated as the RTI Subaward Administrator and is the only one with the authority to direct changes under this Subaward. All notices shall be in writing and addressed as follows:

For RTI

John Hall
RTI International
Global Supply Chain
P.O. Box 12194
Research Triangle Park, NC 27709-2194
Phone: 919-316-3956
Email: johnhall@rti.org

For Subrecipient

Sajid Shaikh
City and County of San Francisco
1 Dr. B Goodlett Place
San Francisco, CA 94102
United States
Phone: 415-255-3512
Email: sajid.shaikh@sfdph.org

B. The RTI Principal Investigator/Project Manager assigned to this Subaward is **Ellen Luecke**.

C. Invoices are to be submitted to RTI's Accounts Payable Department via electronic mail at the following address: Accounting@rti.org.

ARTICLE 8. Designation of Subrecipient's Key Personnel

- A. **Dr. Albert Liu** is considered essential to the work being performed under this Subaward. By mutual agreement, the list of key personnel may be amended from time to time during the course of this Subaward to either add or delete key personnel as appropriate.
- B. During the first ninety (90) calendar days of performance, Subrecipient shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Subrecipient shall notify the RTI Subaward Administrator within ten (10) calendar days after the occurrence of any of these events and provide the information required by Paragraph C below. After the initial ninety (90) calendar day period, Subrecipient shall submit the information required by Paragraph C to the RTI Subaward Administrator at least ten (10) calendar days prior to making any permanent substitutions.
- C. Prior to diverting the above-named personnel to other programs, Subrecipient shall submit a justification (including the reason for the requested substitution and resumes of the proposed replacement key personnel) in sufficient detail to permit evaluation of the impact of the requested substitution on the program. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The RTI Subaward Administrator will notify Subrecipient of RTI's decision about the substitutions within twenty (20) calendar days after receipt of all required information.

ARTICLE 9. Financial Management

- A. By execution of this Subaward, Subrecipient certifies that it has and will maintain a financial management system that meets the requirements of 2 CFR §200.302. Subrecipient shall notify RTI should compliance with this requirement change during the Subaward period.
- B. The financial management system of Subrecipient must provide for the following:
- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
 - (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
 - (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See §200.303 Internal controls.
 - (5) Comparison of expenditures with budget amounts for each Federal award.
 - (6) Written procedures to implement the requirements of §200.305 Payment.
 - (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

ARTICLE 10. Internal Controls

- A. By execution of this Subaward, Subrecipient certifies that it has and will maintain a system of internal controls that meets the requirements of 2 CFR §200.303. Subrecipient shall notify RTI should compliance with this requirement change during the Subaward period.
- B. The Subrecipient must:
- (1) Establish and maintain effective internal control over the Subaward that provides reasonable assurance that the Subrecipient is managing the Subaward in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - (2) Comply with Federal statutes, regulations, and the terms and conditions of the Subaward.
 - (3) Evaluate and monitor the Subrecipient's compliance with statutes, regulations and the terms and conditions of the Subaward.
 - (4) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
 - (5) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal Client or RTI designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

ARTICLE 11. Annual Audit

- A. Subrecipient shall submit annual verification to the RTI Subcontract Administrator or designee that Subrecipient has been audited as required by 2 CFR Subpart F—Audit Requirements when Subrecipient's total Federal awards and subawards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
- B. The Subrecipient shall notify the RTI Subcontract Administrator if the Subrecipient's audit report disclosed (a) Material weaknesses or significant deficiencies related to internal controls over financial reporting; and/or, (b) Material weaknesses or significant deficiencies related to compliance with 2 CFR Subpart F requirements; and/or, (c) Findings and/or non-material, reportable conditions; and provide a copy of its financial statements, the audit report, and its response / corrective action plan.

ARTICLE 12. Trafficking in Persons

- a. Provisions applicable to a Subrecipient that is a private entity.
1. You as the Subrecipient, your employees, lower-tier subrecipients under this Subaward, and lower-tier subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the Subaward is in effect;
 - ii. Procure a commercial sex act during the period of time that the Subaward is in effect; or
 - iii. Use forced labor in the performance of the Subaward or lower-tier subawards under the Subaward.
 2. We as the Subawarding agency may unilaterally terminate this Subaward, without penalty, if you or a lower-tier subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Subaward term; or
 - ii. Has an employee who is determined by the RTI Subaward Administrator authorized to terminate the Subaward to have violated a prohibition in paragraph a.1 of this Subaward term through conduct that is either—
 - A. Associated with performance under this Subaward; or
 - B. Imputed to you or the lower-tier subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the prime award's awarding agency.
- b. Provision applicable to a Subrecipient other than a private entity. We as the Subawarding agency may unilaterally terminate this Subaward, without penalty, if a lower-tier subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Subaward term; or
 2. Has an employee who is determined by the RTI Subaward Administrator authorized to terminate the Subaward to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this Subaward; or
 - ii. Imputed to the lower-tier subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the prime award's awarding agency.
- c. Provisions applicable to any Subrecipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Subaward.
 3. You must include the requirements of paragraph a.1 of this term in any lower-tier subaward you make to a private entity.
- d. Definitions. For purposes of this term:
1. "Employee" means either:
 - i. An individual employed by you or a lower-tier subrecipient who is engaged in the performance of the project or program under this Subaward; or
 - ii. Another person engaged in the performance of the project or program under this Subaward and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: 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.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

ARTICLE 13. Additional Invoice Instructions

Subrecipient shall submit an invoice summary page as incorporated herein with each invoice submission. Subrecipient may use its own invoice summary format if such is substantially similar to the template provided in this Subaward.

ARTICLE 14. Anti-Kickback

Subrecipient warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to RTI's employees, associates, agents or representatives for the purpose of securing this Subaward or securing favorable treatment under this Subaward. The Anti-Kickback Act of 1986 is hereby incorporated into this Subaward as a condition of acceptance. If you have reasonable grounds to believe that a violation may have occurred, you should report this suspected violation to Research Triangle Institute's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to Ethics@rti.org. Subrecipient may report a suspected violation anonymously.

ARTICLE 15. Institutional Review Board

Institutional Review Board approval must be obtained before any contact with human subjects. All research involving human subjects, or data from or about human subjects, must be conducted in accordance with applicable federal regulations (45 CFR 46 and 21 CFR 50 and 56) and the protocol approved by the IRB. Research activities include contacting Human Subjects, conducting the survey and the collecting and storing of any Human Subject data resulting from this survey. Upon notice of IRB approval, RTI will provide notice to the Subrecipient to commence work. Once this notice is provided to Subrecipient, the Subrecipient may commence with the research activities.

ARTICLE 16. Privity of Subaward

No privity between Subrecipient and RTI's client is established by this Subaward. All communications regarding this Subaward must be directed to RTI and not to RTI's Client.

ARTICLE 17. Independent Contractor

The relationship of Subrecipient to RTI is that of an independent contractor, and nothing in this Subaward shall be construed as creating any other relationship. Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Subrecipient's protection in connection with work performed under this Agreement. Neither Subrecipient nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee, or servant of RTI.

ARTICLE 18. Statement of Work/Budget

Subrecipient shall furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in Subrecipient's *Statement of Work/Budget*, which is hereby incorporated and made a part of this Subaward.

ARTICLE 19. Limitation of Funds/Costs (Applicable to Incrementally Funded)

The parties agree that performance of the Subaward will not cost RTI or RTI's Client more than the cost specified in the Subaward. Supplier agrees to perform the work set forth within the cost ceiling and the funding amount allocated to the Subaward. In the event the Subaward is not fully funded at the time of award, RTI, at its sole discretion, will incorporate additional funding to support the work requirements as funding is made available to RTI by RTI's Client. This additional funding will be incorporated into the Subaward by written modification. Funding allocations shall not exceed the cost ceiling established in the Subaward. No costs will be incurred under except those costs specifically proposed by the Supplier to RTI. RTI is not obligated to reimburse the Supplier for costs incurred in excess of the total funding amount allotted by RTI to the Subaward, and the Supplier is not obligated to continue performance or otherwise incur costs in excess of the amount of funding allotted to the Subaward.

ARTICLE 20. Period of Performance and Delays

Subrecipient shall strictly adhere to the period of performance set forth in the Appendix A, Special Subaward Requirements. Any changes to the period of performance shall only be authorized by RTI through the issuance of a written and fully executed Subaward modification. In the event of any anticipated or actual delay in performance, Subrecipient shall: (i) promptly notify RTI in writing (within 5 business days) of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide RTI with a written recovery

schedule; and (iii) if requested by RTI, expedite performance or delivery to avoid or minimize delay to the maximum extent possible, unless Subrecipient is excused from prompt performance as provided in the "Excusable Delays" article of this Subaward.

ARTICLE 21. Consultants/Lower-Tier Subcontracts

- A. PRIOR WRITTEN approval of the RTI Subaward Administrator is required for obtaining services of consultants and lower-tier subrecipients. Costs for consultants and lower-tier subcontracts who have not received PRIOR WRITTEN approval in accordance with this Article will not be reimbursed. Inclusion in the Subrecipient's budget or proposal does not constitute request or approval of consultants or lower-tier Subrecipients.
- B. When requesting the use of consultants or a lower-tier Subrecipient, the Subrecipient shall furnish information concerning the need for such services, the reasonableness of the fees or costs, a copy of the proposed consulting agreement/subcontract, and any additional information required to make a determination of acceptability. Cost-plus-a-percentage-of-cost subcontracts or purchase orders are prohibited. Once approved, Subrecipient should make every effort to provide prompt payment to any lower-tier consultants, subcontractors or any subrecipients for materials or labor.

ARTICLE 22. Assignment, Delegation, and Subawarding

Subrecipient shall not assign or novate any of its rights or interests in this Subaward without prior written consent of the RTI Subaward Administrator. Subrecipient shall not delegate any of its duties or obligations under this Subaward. Subrecipient may not assign its right to monies due or to become due. No assignment, delegation or subcontracting by Subrecipient, with or without the RTI Subaward Administrator's written consent, shall relieve Subrecipient of any of its obligations under this Subaward or prejudice any of RTI's rights against Subrecipient whether arising before or after the date of any assignment. This Article does not limit Subrecipient's ability to purchase standard commercial supplies or raw materials.

RTI shall be entitled to assign this Subaward to any of its subsidiaries or other affiliates (including by operation of law, judicial process or otherwise) or any successor to RTI's business or operations without prior notice to or consent from Subrecipient. RTI shall further be entitled to assign this Subaward to its Prime Sponsor of the agreement under which this Subaward is issued without prior notice to or consent from Subrecipient. Any other assignment by RTI shall require Subrecipient consent.

ARTICLE 23. Technical Direction

- A. The RTI Principal Investigator/Project Manager identified in Appendix A, *Special Subaward Requirements*, does not have the authority to direct the Subrecipient to make changes in scope, period(s) of performance, place(s) of performance, cost, funding, or any other express Provisions of this Subaward. All matters affecting the terms of this Subaward and the administration thereof shall be referred to the RTI Subaward Administrator. The RTI Subaward Administrator is the only person with the authority to direct changes under this Subaward. Any changes to the provisions of this Subaward must be made by written modification in accordance with the Changes and Modifications Provision of this Subaward.
- B. When, in the opinion of Subrecipient, technical direction calls for effort outside the scope of the Statement of Work, Subrecipient shall notify the RTI Subaward Administrator and the RTI Principal Investigator/Project Manager of the technical direction in writing in accordance with the Changes and Modifications Article of this Subaward.

ARTICLE 24. Inspection and Acceptance

- A. Acceptance of the work set forth in this Subaward will be made by the RTI Principal Investigator/Project Manager as identified in Appendix A: *Special Subaward Requirements* or his/her authorized designee. RTI and any Client including without limitation the federal government of the United States have the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work.
- B. If RTI performs any inspection or test on the premises of the Subrecipient or a lower-tier Subrecipient, the Subrecipient shall furnish, and shall require lower-tier Subrecipients to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Upon RTI's request, Subrecipient shall provide RTI the records of inspection/test for any products and/or services furnished hereunder at any time during performance and any applicable warranty period.

ARTICLE 25. Changes and Modifications

- A. The RTI Subaward Administrator may direct changes within the general scope of the Subcontract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; ; (ii) place of delivery, inspection or acceptance; ; (iii) amount of RTI-furnished property; and, if the Subaward includes services; (iv) description of services to be performed; ; and (v) place of performance. Subrecipient shall comply immediately with such direction.
- B. If any change under this Article causes an increase or decrease in the Subrecipient's cost of, or the time required for, the performance of any part of this Subaward, the parties shall negotiate an equitable adjustment in the price or schedule, or both, and the RTI Subaward Administrator shall modify the Subaward in writing accordingly.

- C. Subrecipient must assert its right to an adjustment under this Article to the RTI Subaward Administrator in writing within 30 (thirty) calendar days from the date of Subrecipient's receipt of the written change order from the RTI Subaward Administrator. In support of the claim for adjustment, Subrecipient shall provide a written statement describing the general nature of the requested adjustment, as well as a fully supported proposal with the total dollar amount of the requested adjustment. RTI may, at its sole discretion, consider any claim regardless of when asserted. RTI, or mutually agreeable third-party, may examine Subrecipient's pertinent books and records to verify the amount of Subrecipient's claim. Failure of the parties to agree upon any adjustment shall not excuse Subrecipient from performing previously agreed upon work.
- D. Notwithstanding the foregoing provisions of this article, the Subaward ceiling and funded amount shall not be increased or deemed to be increased except by specific written modification of this Subaward indicating the new Subaward ceiling and authorized funded amount. Until such modification is made, Subrecipient shall not continue performance or incur costs beyond the period of performance or the authorized funded amount as set forth in the Special Subaward Requirement (SCR) Appendix of this Subaward.

ARTICLE 26. Indirect Rate and Audit Indemnity (Applicable to Cost Type Subagreements funded in whole or in part via Federal funds)

Supplier shall provide the Subaward Administrator with a copy of Supplier's Negotiated Indirect Cost Rate Agreement with the Government for the purpose of verifying compliance with Supplier's Negotiated Indirect Cost Rate Agreement with the Government. In the event Supplier will not provide indirect rate information to RTI due to proprietary restrictions, Supplier hereby agrees to certify to the following:

"The indirect costs billed under this Subagreement do not exceed the indirect rates as determined in Supplier's Negotiated Indirect Cost Rate Agreement with the Government for the fiscal year in which the direct costs were incurred."

If Supplier does not have a Negotiated Indirect Cost Rate Agreement with the Government, Supplier shall invoice for indirect costs that do not exceed the indirect rates established in the Subcontract. Supplier shall maintain and provide upon request appropriate audit-level documentation to support claimed indirect rates.

In the event that a Government audit of Supplier financial records results in a determination that Supplier has failed to adhere to the requirements of this Article, 2 CFR 200 Subpart E and 48 CFR 31, and such audit results in the reduction of the price of the Subaward, Supplier hereby agrees to indemnify, defend and hold harmless RTI from and against any and all demands, claims, liabilities, fines, penalties, losses, damages, costs and expenses of whatsoever nature, including attorneys' fees, which may be asserted by the Government auditor. The Supplier shall promptly, within 30 days from date of the Government audit findings, reimburse RTI for any overpayments, including any interest and penalties, previously made by RTI to Supplier as a result of Supplier's failure to comply with the cost allocability, allowability and reasonableness standards set forth in 48 CFR 31 or 2 CFR 200 Subpart E, as applicable.

ARTICLE 27. Travel

For Subawards under nonfederal agreements, costs incurred for lodging, meals and incidental expenses shall be as agreed upon between the parties. For Subawards under Federal agreements, and to the extent travel is not restricted by the Subaward, costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable, allowable, and allocable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect on the day of travel as set forth in the current version of the Federal Travel Regulations (FTR).

ARTICLE 28. Taxes

All taxes applicable to the proceeds received by Subrecipient shall be the liability of Subrecipient, and RTI shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. RTI shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by RTI. In accordance with law, RTI shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by RTI to Subrecipient. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Subrecipient's responsibility to retain copies of expenses incurred during the performance of services under this Subaward for tax reporting purposes. It is the Subrecipient's responsibility to determine if a value added tax (VAT) is applicable to services provided to RTI, and to timely remit the VAT charged to RTI per the invoicing instructions included in Article 10. The invoice tendered to RTI for payment shall comply with the applicable local country's VAT regulations.

ARTICLE 29. Record Retention and Access

Subrecipient shall maintain books, records, documents, program and individual service records and other evidence of its compliance with laws and regulations as well as accounting and billing procedures with respect to this Agreement and the Scope of Work set forth herein. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of RTI, or by the United States government, as applicable. Subrecipient shall retain all such records concerning this Subaward for a period

of five (5) years after the completion of the Subaward. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE 30. Confidential Information

- A. During the term of this Subaward, Subrecipient and its employees may receive or have access to data and information that is confidential and proprietary to RTI or its Client. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to Subrecipient as a result of services under this Subaward shall be considered confidential and shall be considered the sole property of RTI and/or RTI's Client. Confidential Information may be used by Subrecipient or its employees only for purposes of performing the obligations hereunder, and such persons shall be advised of the obligations set forth in this Agreement and shall agree to be obligated in like manner. Subrecipient shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of the disclosing party and shall use at least the same degree of care in safeguarding the Confidential Information as the party uses in safeguarding its own confidential information but in no event less than a reasonable standard of care.
- B. Confidential and/or proprietary information includes trade secrets, the structure, sequence and organization of the Products, marketing plans, blueprints, techniques, processes, procedures and formulae, price lists, specifications, prints, and Product plans. Intellectual Property may include, without limitation, information relating to research and development, formulations, inventions, discoveries, improvements, methods, and processes, techniques, methodologies, know-how, algorithms, compositions, works, concepts, designs, ideas, prototypes, models, samples, writings, notes, patent applications, and trade secrets. Business practices may include, without limitation, information relating to business plans, financial information, products, services, manufacturing processes and methods, costs, sources of supply, strategic marketing plans, customer lists, sales profits, pricing methods, personnel, and business relationships ("Confidential Information").

The foregoing obligations shall not apply to Confidential Information which:

- is or becomes generally available to the public other than as a result of a disclosure by Subrecipient;
 - becomes available to Subrecipient on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party;
 - Subrecipient develops independently without use of the disclosing party's Confidential Information, as demonstrated by written records and evidence;
 - was in Subrecipient's possession or known to it prior to its receipt from the disclosing party; or
 - is required by law to be disclosed, provided Subrecipient notifies the disclosing party promptly and gives the disclosing party an opportunity to seek an appropriate protective order.
- C. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of this Subaward and indefinitely for any Trade Secrets. Subrecipient shall return or destroy all copies of any Confidential Information it has received from RTI within thirty (30) business days after the effective date of the termination. At the request of RTI, an authorized officer of the Subrecipient will certify in writing that it has complied with its obligations hereunder.

ARTICLE 31. Conflicts of Interest

Subrecipient warrants that, to the best of the Subrecipient's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest or that the Subrecipient has disclosed all such relevant information.

Subrecipient agrees that if an actual or potential conflict of interest is discovered after execution of this Subaward, the Subrecipient will make a full disclosure in writing to the RTI Subaward Administrator. This disclosure shall include a description of activities that the Subrecipient has taken or proposes to take, after consultation with the RTI Subaward Administrator, to avoid, mitigate, or neutralize the actual or potential conflict.

ARTICLE 32. Patents and Inventions

Subject to Federal or state laws and regulations, to the extent applicable, all ideas, inventions (whether or not patentable), and improvements whatsoever, conceived, discovered, or developed by Supplier, Supplier's employees or Supplier's subcontractors or subrecipients, specifically and exclusively related to performance of this Subaward, shall be and remain the sole and exclusive property of RTI. Supplier agrees to promptly disclose to RTI all such ideas, inventions, and improvements, and, on demand and at RTI's expense, assist and require and bind Supplier's employees to assist, in preparation, execution, and delivery of any disclosures, patent applications or other papers required by RTI to obtain and enforce patents in the United States and foreign countries, and to execute and deliver to RTI any reasonably stated assignment or other document which RTI deems necessary to perfect RTI's right, title and interest in and to said ideas, inventions, and improvements.

ARTICLE 33. Right to Publish/Release of Information

- A. Subrecipient agrees that it will not publish, have published or otherwise disseminate any information of whatever nature resulting from the work being performed under this Agreement except as may be approved by the Subaward Administrator; provided, however,

that Subrecipient may for internal use only and without the approval of RTI disseminate such information within its own organization on a "need-to-know" basis.

- B. Subrecipient and RTI mutually agree not to use the other party's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless such materials have received prior written approval of the other party. Approvals shall not be unreasonably withheld. Unless specifically restricted in the Subaward, use of either party's name may be made in internal documents, annual reports, and data bases which are not available to the public and which identify the existence of the research project by title, principal investigator, sponsor, period of funding, amount of award and abstract of the project.
- C. Subrecipient shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by RTI, except as authorized by RTI in the performance of services or work under this Agreement.
- D. Any program, document, data or information supplied by Subrecipient to Client through RTI may be used, copied or disclosed by Client as necessary in the normal course of its business, subject to any copyright of Subrecipient in such materials and any notices or legends appearing thereon, provided (1) Subrecipient is entitled to place such notices or legends and (2) no other provisions of this Subaward (including, if applicable, any FAR Clauses set forth in, or incorporated into, this agreement) prohibit or limit the effectiveness of such copyright or notice or legend.

ARTICLE 34. Infringement Representation

Subrecipient represents (a) that in preparing or presenting any deliverables under this Subaward, Subrecipient will not knowingly infringe any intellectual property rights held by others; (b) that all deliverables developed by Subrecipient personnel under this Subaward will be original works, and that Subrecipient will not incorporate any material not developed by Subrecipient personnel in preparing or presenting such works without clearly indicating such third party materials; and (c) that Subrecipient will notify RTI of any third party rights of which Subrecipient is aware that are necessary for RTI and RTI's Client(s) to use any such deliverables in accordance with the Subaward.

ARTICLE 35. Indemnification

- A. Subrecipient shall defend, indemnify, and hold harmless RTI from any loss, damage, liability, claims, demands, suits, or judgments ("Claims") including any reasonable attorney's fees, and costs, as a result of any damage or injury to RTI or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Subrecipient's employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Subaward, or violation of statutory duties of Subrecipient, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Subaward unless such Claim is solely caused by, or resulting from, a material breach of this Agreement by RTI.
- B. RTI shall promptly notify Subrecipient of any claim which is covered by this provision. Subrecipient shall, in a diligent and timely manner, (i) brief RTI on all material information pertaining to a Claim and Subrecipient's efforts to defend against the Claim; and (ii) respond to reasonable inquiries by RTI regarding such Claim or defense. Any cooperation which an Indemnitee provides Subrecipient at Subrecipient's request with regard to defending against a Claim shall be at the sole expense of Subrecipient. RTI may, in its sole discretion, participate in any defense or settlement of a Claim and/or appoint adequate counsel, at Subrecipient's sole expense, to defend an Indemnitee against a Claim. Subrecipient shall not enter into any settlement, consent or other like resolution of a Claim without RTI's written approval, which RTI shall not unreasonably withhold. The issuance of such approval shall not waive or otherwise limit the indemnity rights of an Indemnitee under this Article.

ARTICLE 36. Governing Law

This Subaward shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding its principles of choice of laws, except as to any provisions hereof which are governed by the laws of the United States of America, as to which provisions such laws of the United States shall govern. If this Subaward involves the sale of good, then this Subaward excludes the application of the 1980 United Nations Convention on Subawards for the International Sale of Goods.

ARTICLE 37. Compliance with Laws

Subrecipient, in the performance of this Subaward, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances of the United States and all countries where Subrecipient will be performing the Subaward.

ARTICLE 38. Excusable Delays

Neither Party hereto shall be in default because of any failure to perform under the terms of this Subaward if the failure arises from any incident or circumstance beyond the affected Party's control. A United States (U.S.) government shutdown and any interruption in

the U.S. government's operations shall constitute an incident or circumstance beyond the affected Party's control if the Party affected informs the other Party immediately in accordance with the requirements of Paragraph (B) below.

If any such case occurs, the Party affected shall inform the other Party immediately indicating the presumable duration and extent of such contingency. Moreover, the Party affected shall promptly use all reasonable efforts to settle such contingencies so that the performance of its obligations under this Subaward can be resumed as soon as possible.

ARTICLE 39. Stop Work Order

- A. RTI may at any time, by written notice to Subrecipient, require Subrecipient to stop all or any part of the work called for by this Subaward. Upon receipt of the notice, Subrecipient shall immediately cease all work in accordance with the written notice and shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the written notice during the period of work stoppage.
- B. Once the Stop Work order is no longer necessary, RTI shall either terminate in accordance with the Termination/Cancellation Article of this Subaward or cancel the stop work order by written notice to Subrecipient. Subrecipient shall resume work upon cancellation or expiration of any stop work order. In the event Subrecipient is given notice to continue performing work on the Subaward, an equitable adjustment in accordance with the principles of the Changes and Modifications Article of this Subaward shall be made to the Subaward price, the delivery schedule, or both, if applicable, provided that the claim for equitable adjustment is made as soon as possible but no later than twenty-five (25) calendar days after date of notice to continue.
- C. If the Subaward includes Human Subjects research, the Subrecipient will take all necessary steps to bring the study to a medically safe termination. RTI understands that it is important that the welfare of human subjects is protected and that subjects are not put at risk. As soon as practicable but not more than seven (7) days after receipt of the Stop Work Order, Subrecipient shall present the facts and circumstances to RTI regarding requirements for medically safe termination of the study. The final decision on either stopping, continuing, or winding down the study will be made jointly by RTI and the Subrecipient. Expenses resulting from ensuring medically safe termination shall be subject to equitable adjustment in accordance with the principles of the Changes and Modifications Article of this Subaward.

ARTICLE 40. Disputes

- A. Any dispute arising under this Subaward shall be settled by mutual agreement of the parties or pursuant to paragraph (b) below.
- B. If the parties cannot resolve the dispute amongst themselves within a reasonable time, the parties may, by mutual agreement, settle such dispute by arbitration in accordance with the Rules of the American Arbitration Association in the City of Raleigh, North Carolina, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.
- C. Pending completion of the Subaward or final resolution of a dispute which releases Subrecipient from performance hereunder, the Subrecipient shall, at all times, proceed diligently with the performance of the Subaward.

ARTICLE 41. Litigation and Labor Disputes

- A. Subrecipient shall provide written notice to RTI of any litigation that relates to the services directly or indirectly financed under this Subaward or that has the potential to impair the ability of the Subrecipient to fulfill the terms and conditions of this Subaward, including but not limited to financial, legal or any other situation which may prevent the Subrecipient from meeting its obligations on the Subaward.
- B. Whenever Subrecipient has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Subaward, Subrecipient shall immediately (within 5 calendar days) give notice thereof, including all relevant information, to RTI.

ARTICLE 42. Termination/Cancellation

Termination for Default

- A. RTI may terminate this Subaward or any part thereof in the event of any default by Subrecipient, breach of contract or insolvency, or if Subrecipient fails to comply with any of the terms and conditions of the Subaward. In the event of termination for default, RTI shall not be liable to Subrecipient for any amount, and Subrecipient shall be liable to RTI for any and all damages sustained by reason of the default which gave rise to the termination. RTI shall have right thereafter to take possession of all materials, equipment and the like, the costs of which have been reimbursed by RTI to Subrecipient. RTI shall be relieved of all further obligations hereunder. In the event that RTI incurs any additional costs as a result of the default by Subrecipient, RTI shall have the right to hold Subrecipient accountable for any such additional costs or damages incurred by RTI.

Termination for Bankruptcy

- B. If either party shall be adjudged bankrupt, or become insolvent or file for voluntary bankruptcy or be subjected to involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, then the other party,

without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Subaward, or any part hereof, by written notice to the bankrupt party and shall have the right there to retain possession of all materials, equipment and the like, the cost of which has not been reimbursed by the bankrupt party to the other party. In such cases of termination, the other party shall be relieved of all further obligations hereunder.

Termination for Convenience

- C. RTI reserves the right, upon written notice, in its own best interest or at the direction of any client or ultimate government customer, and without liability may, upon written notice to Subrecipient, terminate this Subaward, in whole or in part, at any time, whether or not Subrecipient is in default of any of its obligations hereunder. Upon such cancellation, Subrecipient agrees to waive any claim for damages, including loss of anticipated profits on account hereof. However, RTI agrees that Subrecipient shall be paid an amount which when added to all installments previously paid will equal the sum of all costs properly incurred up to the date of cancellation, and any reasonable cost incurred as a result of such cancellation as agreed to between RTI and Subrecipient. Subrecipient shall not be paid for any work performed or costs incurred which reasonably could have been avoided. In no event shall such payments be greater than the original Subaward price or authorized funding, whichever is less. All earned profit shall bear the same relationship to such incurred costs as the profit increment of the purchase price bears to the cost increment of such purchase price.
- D. Subrecipient shall provide RTI and Client, within thirty (30) days from the effective date of RTI's termination for convenience, any supporting information necessary to document the reasonableness of Subrecipient's claim for costs incurred. RTI and Client reserve the right to verify the amounts of any cost and profit increments claimed by Subrecipient, through an audit of Subrecipients records.

ARTICLE 43. Insurance

- A. Upon execution of this Agreement, Subrecipient certifies that it maintains and also that it shall require any lower-tier contractor or subrecipient to maintain throughout this Agreement the following insurance at, or in excess of, the limits detailed below.
 - Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
 - Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
 - Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the Supplier or of any of its employees, agents, or lower-tier subcontractors or subrecipients, with \$1,000,000 combined single limits.
- C. Subrecipient's insurance policy shall name as an additional insured:

"RTI International and its subsidiaries, affiliates, officers, directors, and employees"
- D. Subrecipient shall provide to RTI, upon Subaward execution and upon each renewal or replacement thereof a certificate of insurance depicting the insurance requirements set forth in this Article. Subrecipient shall send the insurance certificate or renewal certificate(s) via mail or electronic mail (preferred). If the mail is used, please send certificates to the following address:

RTI International
Global Supply Chain
3040 Cornwallis Road
Research Triangle Park, NC 27709
Attention: John Hall
Email: johnhall@rti.org

ARTICLE 44. Standards of Ethics and Business Conduct

- A. RTI has established high ethical standards for its employees, Subrecipients and vendors. RTI considers adherence to the RTI Code of Conduct as well as strict observance of all U.S. and non U.S. laws and regulations to be both a legal requirement and an ethical obligation for its employees. All RTI Subrecipients are required to maintain a Code of Business Ethics and Conduct in compliance with FAR 52.203-13.
- B. If Subrecipient has a good faith reason to believe that any violation of its Code of Business Ethics and Conduct has been committed by an employee(s) of either RTI or Subrecipient or anyone affiliated with Subrecipient, Subrecipient shall report such violation to RTI by calling the RTI's Ethics Helpline toll-free at 1-877-212-7220 or sending an e-mail to Ethics@rti.org.

ARTICLE 45. Executive Order on Terrorism Financing

Subrecipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this Subaward.

ARTICLE 46. International Trade Compliance (Exports and Imports)

a. Each Party agrees to comply with applicable federal, state or local laws, orders, regulations and/or ordinances, including without limitation, those of their respective countries of incorporation or principal place of business, as applicable under these Terms, including without limitation, International Trade Compliance (ITC) Laws. "ITC Laws" mean the import, customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of Technical Data, goods or Services including, without limitation, the (i) Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (the "ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999, enforced by the U.S. Department of Treasury; (v) International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C., § 1701 et. Seq.; (vi) Customs regulations administered by U.S. Customs and Border Protection, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vii) applicable import, customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.

b. **Export Licensing Responsibility.** If this Agreement requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under this Agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The Parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under this Agreement. Failure to obtain any required documentation or information from a third party shall result in the third party's exclusion from the government authorization. The Parties shall exchange copies of all government export authorizations related to the Technical Data, or Services, and all provisions or conditions or information relating to the authorization, including but not limited to, any restriction on sublicensing, retransfer, resale or re-export, any requirement for non-disclosure agreements, and any limitation on individuals having access to Technical Data, or Services. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation (e.g., Destination Control Statements, Electronic Export Information filed via Automated Export System) are properly completed and timely filed.

c. **Export and Import Classification.** Where known, or where either Party is the design authority for the Technical Data or Services that are subject to this Agreement, such Party shall provide the other Party with (i) the applicable Harmonized Tariff Schedule Number, (ii) either (a) the United States Munitions List ("USML") category of such Technical Data or Services that are controlled by the ITAR, or (b) the Export Control Classification Number ("ECCN") of such Technical Data or Services that are controlled by the EAR, including the ECCN of components comprising the Technical Data and/or Services if such classification differs from the ECCN of the Technical Data and/or Services, and (iii) any analogous classification under any other applicable law. Upon request, either Party shall provide the other Party annually with its DDTC registration expiration date.

d. **Marking of Technical Information:** Sensitive, export-controlled technical information shall be marked as "Export-controlled, [ECCN or ITAR category ref.] applicable" in accordance with the above paragraph classification and/or marked according to applicable U.S. government agency policy guidelines governing Controlled Unclassified Information "CUI".

e. Client shall immediately notify the RTI Contractual Contact if Client, or any lower-tier subcontractor is, or becomes, listed in any Denied or Restricted Parties list or if Client's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. The Client shall also notify RTI of any pending administrative enforcement action concerning Client, or any lower-tier subcontractor, that may result in inclusion on any restricted list.

f. Client shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Client, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Section.

g. The Supplier shall include the substance of this clause in all lower-tier subcontracts and subawards.

ARTICLE 47. Foreign Corrupt Practices Act

Subrecipient represents and warrants that it shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), as well as the a) UN Convention against Corruption (UNICAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anti-corruption laws, rules, and regulations if any part of this Subaward will be performed outside of the United States of America. Specifically, Subrecipient understands and agrees that it shall be unlawful for the Subrecipient and/or any officer, director, employee or agent of the Subrecipient to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- (a) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- (b) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Agreement "foreign official" means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subaward is to be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank). For purposes of this Article, the "government" includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

ARTICLE 48. Validity and Waiver

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of RTI to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver thereof.

ARTICLE 49. Combating Trafficking in Persons

RTI, as well as the United States Government, has adopted a zero tolerance policy prohibiting trafficking in persons, including any trafficking-related activities. Additional information regarding trafficking in persons may be found at the website for the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

ARTICLE 50. Electronic Contracting

The parties agree that if this Subaward is transmitted electronically neither party shall contest the validity of this Subaward, or any Acknowledgement thereof, on the basis that this Subaward or Acknowledgement contains an electronic signature.

ARTICLE 51. Debarment and Suspension

In accepting this Subaward, the Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life of this Subaward must be reported immediately to RTI. The Subrecipient agrees to incorporate the Debarment and Suspension certification into any lower-tier Subaward that they may enter into as a part of this Subaward.

ARTICLE 52. Survivability

A. If this Subaward expires, is completed, or is terminated, Subrecipient shall not be relieved of those obligations contained in the following Articles:

- Independent Contractor
- Governing Law
- Indemnification
- Infringement Representation
- Confidential Information
- Right to Publish/Release of Information
- Insurance
- Export Controls
- Electronic Contracting
- HIPAA Business Associate Agreement

B. Those U.S. Government Code of Federal Regulations (CFR) and Agency Supplementary Regulation(s) that by their nature should survive.

ARTICLE 53. Order of Precedence

In the event of any inconsistency between or among the provisions, articles, attachments, or requirements which constitute this Subaward, the following order of precedence shall apply:

1. all Special Subaward Requirements (SCRs) as set forth in Appendix A, including any attachments referenced or incorporated by those SCRs
2. incorporated CFR and Agency Supplementary clauses, Appendix C
3. the General Provisions contained in these Standard Subaward Terms, Appendix B
4. the Statement of Work, Appendix D; and
5. all other attachments incorporated herein by reference.

ARTICLE 54. Sustainability

Subrecipient shall operate in a manner that complies with United States (U.S.), national, and local environmental laws, regulations and standards including, but not limited to, laws related to energy conservation, greenhouse gas emissions, air emissions, waste management, recycling, water discharge, toxic substances, and hazardous waste disposal. Subrecipient agrees to flow down this requirement in any lower-tier Subaward that it may enter into under this Subaward.

ARTICLE 55. Language Requirements

The official text of this Subaward is the English language text, whether or not counterparts hereof are written, executed, or translated into any other language. All notices, communications, and submittals between the parties pursuant to the implementation of this Subaward shall be in the English language, unless otherwise directed in writing by RTI. In the event that this Subaward is translated into another language, the English version shall prevail.

ARTICLE 56. HIPAA Business Associate Training Addendum

In the event Subrecipient has been designated as a Business Associate, as defined by 45 CFR 160.103, via operation of another provision contained in this Subaward, Subrecipient certifies that it has completed, or will complete, a training course as described in 45 CFR 164.530(b) for all employees associated with the work issued under this Subaward and prior to such employees engaging in any work which involves Protected Health Information ("PHI"), as defined in 45 CFR 160.103.

ARTICLE 57. Entire Agreement

Both parties acknowledge that they have read this Subaward, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by an Authorized Representative of the Party against whom such modification or waiver is sought to be enforced.

Attachment 2: Statement of Work/Budget

AMBER Statement of Work: San Francisco Department of Public Health (SFDPH)

The scope of this work is to conduct iterative sociobehavioral research with target end-user populations in the United States. The site (SFDPH) will first elicit the perspectives of pre-exposure prophylaxis experienced and naïve users, followed by survey assessment of high-risk populations for HIV through a web-based DCE. The SFDPH will focus its sociobehavioral efforts on predominantly minority, sexually active, cis-men who have sex with men (MSM) as well as transgender women (TGW). Salient attributes and preferences of the implant by the end-users will inform the early stage development and therefore support successful uptake by the eventual users.

Overall AMBER Specific Aim 3 / Preferred User Characteristic Activities and Outcomes Informing Product Development (SFDPH responsibilities highlighted below table)

Task/Location	Target Groups (Age)	Activities	Outcomes
Specific Aim (SA) 3.1: ~36 KI interviews in California (n~18) and Alabama (n~18) (Year 1)	14 MSM (<i>18+ years</i>) 14 CGW (<i>18+ years</i>) 8 TGW (<i>18+ years</i>) Including PrEP experienced and naïve ^a persons	<ul style="list-style-type: none"> ▪ Prototype viewing and video development ▪ <u>Early</u> feedback on modifiable attributes, including duration & biodegradation ▪ Identify facilitators & barriers to future use ▪ Gender alignment/divergence on attributes ▪ Pre-test Web survey DCE questions 	<ul style="list-style-type: none"> ▪ Inform implant prototype during SA 1 ▪ Informs video, refine FGD guides and DCE survey questions
SA 3.2: Ten single-sex FGDs in California (n~5) and Alabama (n~5) (Year 2)	N~40-80 total (4-8 adults /group) ^b MSM (<i>18+ years</i> ; 4 FGDs) CGW (<i>18+ years</i> ; 4 FGDs) TGW (<i>18+ years</i> ; 2 FGDs)	<ul style="list-style-type: none"> ▪ Educational video and props viewing ▪ Norms regarding PrEP implants ▪ <u>Later</u> feedback on modifiable attributes; gender-related preferences ▪ Facilitators and barriers including access 	<ul style="list-style-type: none"> ▪ Inform implant design to advance to NHP study (SA 2) ▪ <u>Revise</u> the TPP inputs
SA3.3. Web-based DCE (n~1000) in California and Alabama	N= ~1,000 MSM (~400) CGW (~400) TGW (~200)	<ul style="list-style-type: none"> ▪ Educational video viewing ▪ <u>Final</u> feedback on subset of key attributes ▪ Assessment of relative preferences & design trade-offs (overall and in subgroups) ▪ Hypothetical acceptability, willingness to use & preference vs. other PrEP modalities 	<ul style="list-style-type: none"> ▪ Inform optimization of AMBER through SA1&2 ▪ <u>Finalize</u> the TPP inputs ▪ Insights for future trial conduct and deployment

SFDPH specific scope:

- Coordinating regulatory and IRB activities across sites as the sIRB
- Qualitative interviewing and FGD facilitation
 - KII: 7 MSM, 7 CGW, 4 TGW
 - FGD: 2 MSM, 2 CGW, 1 TGW (n=4-8 participants per group)
- Leverage existing CAB to assist with recruiting participants in San Francisco and the East Bay, video development and feedback
- Support development of video, instruments, and guides
- Review interpretation of qualitative results to inform DCE question development
- Deployment of DCE survey on the web
- Co-authorship of manuscripts and other dissemination activities

Personnel – Key Personnel

Dr. Albert Lui, M.D. is the Clinical Research Director at Bridge HIV in the San Francisco Department of Public Health (SFDPH). He will lead work to evaluate preferred user characteristics of the AMBER implant in San Francisco and the East Bay. He will serve as the Medical Advisor for the duration of the program.

Budget

RESEARCH & RELATED BUDGET - Budget Period 1

OMB Number: 4040-0001
Expiration Date: 10/31/2019

ORGANIZATIONAL DUNS: Enter name of Organization:

Budget Type: Project Subaward/Consortium Budget Period: 1 Start Date: End Date:

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
<input checked="" type="checkbox"/> Dr	Albert		Liu		192,300.00	1.20	12.00		19,230.00	6,731.00	25,961.00

Project Role:

Additional Senior Key Persons: Total Funds requested for all Senior Key Persons in the attached file

Total Senior/Key Person

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
<input type="text"/>	Post Doctoral Associates	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Graduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Undergraduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Secretarial/Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input checked="" type="checkbox"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Number Other Personnel

Total Other Personnel

Total Salary, Wages and Fringe Benefits (A+B)

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
<input checked="" type="checkbox"/> <input type="text"/>	<input type="text"/>

Additional Equipment:

Total funds requested for all equipment listed in the attached file

Total Equipment

D. Travel

Funds Requested (\$)

1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	<input type="text"/>

E. Participant/Trainee Support Costs

Funds Requested (\$)

1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8.		
9.		
10.		
Total Other Direct Costs		

G. Direct Costs	Funds Requested (\$)
Total Direct Costs (A thru F)	25,961.00

H. Indirect Costs			
Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
<input checked="" type="checkbox"/> 25% of Total Personnel Cost	25.00	25,961.00	6,490.00
Add Additional Indirect Cost			
Total Indirect Costs			6,490.00

Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs	Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)	32,451.00

J. Fee	Funds Requested (\$)

K. Total Costs and Fee	Funds Requested (\$)
Total Costs and Fee (I + J)	32,451.00

L. Budget Justification
 (Only attach one file.)

RESEARCH & RELATED BUDGET - Budget Period 2

OMB Number: 4040-0001
Expiration Date: 10/31/2019

ORGANIZATIONAL DUNS: Enter name of Organization:

Budget Type: Project Subaward/Consortium Budget Period: 2 Start Date: End Date:

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)	
						Cal.	Acad.	Sum.				
<input checked="" type="checkbox"/> Dr	<input type="text" value="Albert"/>		<input type="text" value="Liu"/>		192,300.00	1.20	12.00		19,230.00	6,731.00	25,961.00	
Project Role: <input type="text" value="PD/PI"/>												
Add Additional Key Person												
Additional Senior Key Persons: <input type="text"/>										Total Funds requested for all Senior Key Persons in the attached file		<input type="text"/>
										Total Senior/Key Person		25,961.00

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
<input type="text"/>	Post Doctoral Associates	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Graduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Undergraduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Secretarial/Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input checked="" type="checkbox"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Add Additional Other Personnel							
Total Number Other Personnel							<input type="text"/>
Total Salary, Wages and Fringe Benefits (A+B)							25,961.00

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
<input checked="" type="checkbox"/> <input type="text"/>	<input type="text"/>
<input type="button" value="Add Additional Equipment"/>	
Additional Equipment: <input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
Total funds requested for all equipment listed in the attached file	
Total Equipment	

D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	
Total Participant/Trainee Support Costs	

F. Other Direct Costs

	Funds Requested (\$)
1. Materials and Supplies	<input type="text"/>
2. Publication Costs	<input type="text"/>
3. Consultant Services	<input type="text"/>
4. ADP/Computer Services	<input type="text"/>
5. Subawards/Consortium/Contractual Costs	<input type="text"/>
6. Equipment or Facility Rental/User Fees	<input type="text"/>
7. Alterations and Renovations	<input type="text"/>
8. <input type="text"/>	<input type="text"/>
9. <input type="text"/>	<input type="text"/>
10. <input type="text"/>	<input type="text"/>
Total Other Direct Costs	

G. Direct Costs

	Funds Requested (\$)
Total Direct Costs (A thru F)	25,961.00

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
<input checked="" type="checkbox"/> 25% of Total Personnel Cost	25.00	25,961.00	6,490.00
<input type="button" value="Add Additional Indirect Cost"/>			
Total Indirect Costs			6,490.00

Cognizant Federal Agency
(Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs

	Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)	32,451.00

J. Fee

	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

K. Total Costs and Fee

	Funds Requested (\$)
Total Costs and Fee (I + J)	32,451.00

L. Budget Justification

(Only attach one file.)

RESEARCH & RELATED BUDGET - Budget Period 3

OMB Number: 4040-0001
Expiration Date: 10/31/2019

ORGANIZATIONAL DUNS: Enter name of Organization:

Budget Type: Project Subaward/Consortium Budget Period: 3 Start Date: End Date:

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
X Dr	Albert		Liu		192,300.00	1.20	12.00		19,230.00	6,731.00	25,961.00

Project Role:

Additional Senior Key Persons: Total Funds requested for all Senior Key Persons in the attached file Total Senior/Key Person

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
<input type="text"/>	Post Doctoral Associates	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Graduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Undergraduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Secretarial/Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
X <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Number Other Personnel Total Other Personnel Total Salary, Wages and Fringe Benefits (A+B)

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
X <input type="text"/>	<input type="text"/>

Additional Equipment:

Total funds requested for all equipment listed in the attached file Total Equipment

D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	<input type="text"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8.		
9.		
10.		
Total Other Direct Costs		

G. Direct Costs	Funds Requested (\$)
Total Direct Costs (A thru F)	25,961.00

H. Indirect Costs			
Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
<input checked="" type="checkbox"/> 25% of Total Personnel Cost	25.00	25,961.00	6,490.00
<input type="button" value="Add Additional Indirect Cost"/>			
Total Indirect Costs			6,490.00

Cognizant Federal Agency
 (Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs	Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)	32,451.00

J. Fee	Funds Requested (\$)

K. Total Costs and Fee	Funds Requested (\$)
Total Costs and Fee (I + J)	32,451.00

L. Budget Justification

(Only attach one file.)

Check Form for Errors Save

Previous Period Next Period

RESEARCH & RELATED BUDGET - Budget Period 4

Delete Period

OMB Number: 4040-0001
Expiration Date: 10/31/2019

ORGANIZATIONAL DUNS: 1037173360000 Enter name of Organization: City and County of SF - SFDPH

Budget Type: Project Subaward/Consortium Budget Period: 4 Start Date: 08/01/2023 End Date: 07/31/2024

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
X Dz	Albert		Liu		192,300.00	0.30	12.00		4,808.00	1,683.00	6,491.00
Project Role: PD/PI											
Add Additional Key Person											
Additional Senior Key Persons:										Total Funds requested for all Senior Key Persons in the attached file	
										Total Senior/Key Person	
										6,491.00	

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
	Post Doctoral Associates						
	Graduate Students						
	Undergraduate Students						
	Secretarial/Clerical						
X							
Add Additional Other Personnel							
Total Number Other Personnel						Total Other Personnel	
						Total Salary, Wages and Fringe Benefits (A+B)	
						6,491.00	

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
X	
Add Additional Equipment	
Additional Equipment:	
Add Attachment Delete Attachment View Attachment	
Total funds requested for all equipment listed in the attached file	
Total Equipment	

D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	
2. Foreign Travel Costs	
Total Travel Cost	

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	
2. Stipends	
3. Travel	
4. Subsistence	
5. Other	
Number of Participants/Trainees	Total Participant/Trainee Support Costs

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8.		
9.		
10.		
Total Other Direct Costs		

G. Direct Costs	Funds Requested (\$)
Total Direct Costs (A thru F)	6,491.00

H. Indirect Costs			
Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
X 25% of Total Personnel Cost	25.00	4,808.00	1,623.00
Total Indirect Costs			1,623.00

Cognizant Federal Agency (Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs	Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)	8,114.00

J. Fee	Funds Requested (\$)

K. Total Costs and Fee	Funds Requested (\$)
Total Costs and Fee (I + J)	8,114.00

L. Budget Justification

(Only attach one file.)

Check Form for Errors Save

RESEARCH & RELATED BUDGET - Budget Period 5

OMB Number: 4040-0001
Expiration Date: 10/31/2019

Previous Period

Delete Period

ORGANIZATIONAL DUNS: 1037173360000 Enter name of Organization: City and County of SF - SFDPH

Budget Type: Project Subaward/Consortium Budget Period: 5 Start Date: 08/01/2024 End Date: 07/31/2025

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
X Dr	Albert		Liu		192,300.00	0.30	12.00		4,808.00	1,683.00	6,491.00

Project Role: PD/PI

Add Additional Key Person

Additional Senior Key Persons: Add Attachment Delete Attachment View Attachment Total Funds requested for all Senior Key Persons in the attached file
Total Senior/Key Person

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
<input type="text"/>	Post Doctoral Associates	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Graduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Undergraduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Secretarial/Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
X <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Add Additional Other Personnel

Total Number Other Personnel Total Other Personnel
Total Salary, Wages and Fringe Benefits (A+B)

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
X <input type="text"/>	<input type="text"/>

Add Additional Equipment

Additional Equipment: Add Attachment Delete Attachment View Attachment

Total funds requested for all equipment listed in the attached file
Total Equipment

D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	<input type="text"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8.		
9.		
10.		
Total Other Direct Costs		

G. Direct Costs	Funds Requested (\$)
Total Direct Costs (A thru F)	6,491.00

H. Indirect Costs			
Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
<input checked="" type="checkbox"/> 25% of Total Personnel Cost	25.00	4,808.00	1,623.00
Add Additional Indirect Cost			
Total Indirect Costs			1,623.00

Cognizant Federal Agency
(Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs	Funds Requested (\$)
Total Direct and Indirect Institutional Costs (G + H)	8,114.00

J. Fee	Funds Requested (\$)

K. Total Costs and Fee	Funds Requested (\$)
Total Costs and Fee (I + J)	8,114.00

L. Budget Justification

(Only attach one file.)

RESEARCH & RELATED BUDGET - Cumulative Budget

		Totals (\$)
Section A, Senior/Key Person		90,865.00
Section B, Other Personnel		
Total Number Other Personnel		
Total Salary, Wages and Fringe Benefits (A+B)		90,865.00
Section C, Equipment		
Section D, Travel		
1. Domestic		
2. Foreign		
Section E, Participant/Trainee Support Costs		
1. Tuition/Fees/Health Insurance		
2. Stipends		
3. Travel		
4. Subsistence		
5. Other		
6. Number of Participants/Trainees		
Section F, Other Direct Costs		
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8. Other 1		
9. Other 2		
10. Other 3		
Section G, Direct Costs (A thru F)		90,865.00
Section H, Indirect Costs		22,716.00
Section I, Total Direct and Indirect Costs (G + H)		113,581.00
Section J, Fee		.
Section K, Total Costs and Fee (I + J)		113,581.00

Attachment 3: Subaward Special Award Provisions

The following Code of Federal Regulations (CFR) clauses are incorporated herein by reference with the same force and effect as if they were given in full text, and are applicable to this Subaward. The full text of the CFR clauses may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>. Subrecipient agrees to flow down all applicable CFR clauses to lower-tier Subrecipients.

- A. Unless one of the exceptions provided in (B) below shall apply: the term "Award", "Grant" shall mean "Subaward"; the term "Awardee" or "Recipient" shall mean "Subrecipient"; the term "Government" or "Covered Entity" shall mean "RTI"; and the term "Contracting Officer" or "Grants Management Specialist" shall mean the "RTI Subaward Administrator or other authorized individual."
- B. The following instances are exceptions to the general rules as provided in (A) above:
1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime Awardee/Recipient specifically;
 2. Where access to proprietary financial information or other proprietary data is required; or
 3. Where interpretation in accordance with the rules stated above would place RTI in a position of violating the equivalent or related provisions of the Prime Grant whereas construction of the terms without modification would not.
- C. References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere in this Subaward. No provision herein shall be taken to imply any direct access on the part of the Subrecipient to the Disputes process as defined in the terms of the Prime Grant.
- D. The following CFR provisions are incorporated herein:
- 1) Equal Employment Opportunity, 41 CFR, Part 60
 - 2) Rights to Inventions Made Under a Contract or Agreement, 37 CFR, Part 401
 - 3) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq)
 - 4) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 45 CFR Part 93
 - 5) Debarment and Suspension (E.O. 12549 and 12689) 2 CFR Part 180
 - 6) By acceptance of this Subaward, Subrecipient agrees to comply with the applicable Federal requirements for grants and cooperative agreements and to the prudent management of all expenditures and actions affecting this Subaward. In addition to the terms and conditions presented in this Subaward, Subrecipient's performance under this Subaward shall follow and comply with the requirements of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, standards and **42 USC 241 42 CFR 52**
- E. Other Client Regulations and Policies that Apply:

Research and Development (R&D): All awards issued by the National Institutes of Health (NIH) meet the definition of "Research and Development" at 45 CFR Part 75.2. As such, auditees should identify NIH awards as part of the R&D cluster on the Schedule of Expenditures of Federal Awards (SEFA). The auditor should test NIH awards for compliance as instructed in Part V, Clusters of Programs. NIH recognizes that some awards may have another classification for purposes of indirect costs. The auditor is not required to report the disconnect (i.e., the award is classified as R&D for Federal Audit Requirement purposes but non-research for indirect cost rate purposes), unless the auditee is charging indirect costs at a rate other than the rate(s) specified in the award document(s).

This award is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM). Should a consortium/subaward be issued under this award, a DUNS requirement must be included. See <http://grants.nih.gov/grants/policy/awardconditions.htm> for the full NIH award term implementing this requirement and other additional information.

This award has been assigned the Federal Award Identification Number (FAIN) R01AI154549. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Based on the project period start date of this project, this award is likely subject to the Transparency Act subaward and executive compensation reporting requirement of 2 CFR Part 170. There are conditions that may exclude this award; see <http://grants.nih.gov/grants/policy/awardconditions.htm> for additional award applicability information.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than

\$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75. This term does not apply to NIH fellowships.

SECTION IV – AI Special Terms and Conditions – 1R01AI154549-01

Clinical Trial Indicator: No

This award does not support any NIH-defined Clinical Trials. See the NIH Grants Policy Statement Section 1.2 for NIH definition of Clinical Trial.

This Notice of Award (NoA) includes funds for activity with **CDC Foundation**.

This Notice of Award (NoA) includes funds for activity with City and County of San Francisco -SFDPH in the amount of \$32,451 (\$25,961 direct costs + \$6,490 F&A costs).

This award includes human subject research studies and must conform to the DHHS policies for the Protection of Human Subjects research, which are a term and condition of award. Human subjects research is covered by the 2018 Common Rule, and may not be initiated until the associated protocols have received IRB approval as specified in 45 CFR 46. Failure to comply with the terms and conditions of award may result in the disallowance of costs and/or additional enforcement actions as outlined in Section 8.5 of the NIH Grants Policy Statement.

In accordance with the NIAID Financial Management Plan, NIAID does not provide funds for inflationary increases. Committed future year (s) funding was adjusted accordingly. See: <https://www.niaid.nih.gov/grants-contracts/financial-management-plan>.

Attachment 4: Invoice Summary Template

INVOICE SUMMARY

City and County of San Francisco

1 Dr. B Goodlett Place
 San Francisco, CA 94102
 United States
 Phone: 415-255-3512

Date Prepared: _____

Billing Period: _____

Invoice #: _____

Vendor #: 045786

RTI International

Attention: Accounts Payable
 E-mail: accounting@rti.org

Subcontract #: 2-312-0217681-66232L

Purchase Order #: 66232L

Release # 1

Prime Contract #: 1R01AI54549

Contract Amount: \$113,581.00

Funded Amount: \$32,451.00

All tasks		
0217681.000.001		
Description	Current Hours	Current Amount
General Expense	0	

Attachment 5: Release and Assignment form

A. Release

Pursuant to the terms of Subagreement No. 2-312-0217681-66232L and in consideration of the sum of _____ which has been or is to be paid to San Francisco Department of Public Health or its assignees, the Supplier, upon payment of the said sum by Research Triangle Institute (RTI), does remise, release, and discharge RTI and the United States Government from all liabilities, obligations, claims and demands whatsoever under or arising from the said Subagreement except:

- Specific claims, in stated amounts or in estimated amounts when the exact amounts are not known, as follows:
- Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Supplier to third parties arising out of the performance of this Subagreement, which are not known to the Supplier on the date of the execution of this release, and of which the Supplier gives notice in writing to RTI within three (3) years following the release date or notice of final payment date, whichever is earlier.
- Claims for reimbursement of costs (other than expenses of the Supplier by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Supplier under the clauses of this Subagreement relating to patents.

B. Assignment

The Supplier does hereby:

- Assign, transfer, and release to the UNITED STATES OF AMERICA (hereinbefore called the United States Government), all right, title and interest to all refunds, rebates, credits and other amounts (including any interest thereon), arising out of the performance of the said Subagreement, together with all rights of action accrued or which may hereafter accrue under the said Subagreement.
- Agree to take whatever action may be necessary to effect prompt execution of any refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and promptly to forward to the contracting officer of the applicable prime contract a check (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable profits of any such action to effect collection shall constitute allowable costs when approved by the government contracting officer as stated in the prime contract and may be applied to reduce any amounts otherwise payable to the government under the terms thereof.
- Agree to cooperate fully with the government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

C. Certification

The Supplier does hereby:

1. Certify that:
 - () there was no property purchased under this Subagreement.
 - () property was purchased under this Subagreement and a final property report is attached.
2. Certify that:
 - () there were no potentially patentable inventions under this Subagreement.

() there were potentially patentable inventions under this Subagreement and a final invention disclosure report is attached.

3. Certify that all deliverables specified in said Subagreement:

- () were previously submitted.
- () are attached.

4. Certify that the number of Labor Hours provided totaled _____.

(Completion of this item is required only if Subagreement is Level of Effort or Time and Materials)

D. Quick Closeout (Applicable to Cost Reimbursement and Cost Plus Fixed Fee Subcontracts)

Determination and acceptance of final indirect costs under the quick closeout procedure shall be final for this Subcontract only and no adjustment shall be made to other subcontracts for over- or under-recoveries of costs allocated or allocable to this Subcontract. Indirect cost rates used in the quick closeout of this Subcontract shall not be considered a binding precedent when establishing the final indirect cost rates for other subcontracts.

IN WITNESS WHEREOF, this Supplier's Release and Assignment has been executed by an authorized official.

San Francisco Department of Public Health
Bridge HIV Population Health Division
25 Van Ness Ave, Suite 100
San Francisco, CA 94102
United States

Signature: _____

Name: _____

Title: _____

Date: _____

NOTE: In the case of a corporation, the following certification must be completed.

CERTIFICATION

I, certify that I am _____ of the corporation named
(Official Title)
as Supplier in the foregoing Release and Assignment; that _____, who signed said Release
and Assignment on behalf of the Supplier, was then _____ of
(Official Title)
said corporation; that said Release and Assignment was duly signed for and on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

(Signature)