

**Agreement between
The Regents of the University of California
And
San Francisco Department of Public Health
Prime Grant Number: OPP1107312
Project Dept. ID: 482201 and Fund Code: 4300
RAS Award ID: A123218**

Agreement Number: 8380sc

This Agreement ("Agreement") is executed by and between The Regents of the University of California, on behalf of its San Francisco campus, a corporation of the State of California ("University") and San Francisco Department of Public Health, hereinafter "Subgrantee." "Subgrantee" is a subgrantee as defined by the Prime Sponsor, Bill & Melinda Gates Foundation.

WHEREAS, University is the recipient of Grant Number OPP1107312 ("Award") from the Bill & Melinda Gates Foundation ("Foundation"), for the conduct of a program titled " Preterm Birth Initiative" ("Project") as detailed in the application previously submitted to the Foundation; and

WHEREAS it is considered in the best interests of the Foundation and University for Subgrantee to participate in this Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, University and Subgrantee agree to a cost-reimbursement agreement under this Award.

Article I – Scope of Work

The Subgrantee shall perform those tasks described in Attachment A, Scope of Work, attached hereto and incorporated by reference.

Article II – Principal Investigators

Larry Rand, MD is the Principal Investigator designated for University. Any significant changes in the performance of this agreement as outlined in Subgrantee's proposal and Scope of Work require authorization by the University's Principal Investigator. Subgrantee has designated Jonathan Fuchs, MD as the Project Director who shall be responsible for the technical and administrative conduct of the Project covered by this Agreement. In the event that a change in Subgrantee's Project Director is necessary, University must be notified in writing immediately and University has the right to approve any Subgrantee Project Director.

Article III – Term

The term of this Agreement shall begin on July 1, 2014 ("Commencement Date") and shall not extend beyond May 31, 2015 ("Termination Date"), unless agreed to in writing by both parties. Subgrantee will submit a continuation application to University in the form and time designated by University if continuation is intended beyond the above referenced termination date.

Article IV – Compensation

For the performance of this Agreement University shall pay Subgrantee the cost thereof determined by University to be allowable in accordance with:

(1) The Budget, attached hereto as Attachment B and incorporated by reference. The total amount available to Subgrantee for the period reflected in Article III is \$213,369.00. This amount shall not be exceeded nor shall any portion be carried forward to future years without the University Principal Investigator's written authorization and subsequent formal amendment to this Agreement.

(2) The Foundation's policies and the terms and conditions of Award, which are attached to this Agreement as Attachment D and incorporated by reference.

(3) The terms of this Agreement.

Article V – Method of Payment, Financial Report Requirements

Subgrantee shall submit quarterly invoices for the allowable costs incurred in the performance of the work hereunder to University. Subgrantee invoices shall be in the format shown in Attachment C, attached hereto and incorporated by reference. If submitted in writing, Subgrantee invoices shall be in triplicate and shall reference the assigned Agreement Number and be sent to the attention of:

University of California
Accounting Office - Accounts Payable
Attn: Subcontracts Desk
Box 0812
San Francisco, CA 94143-0812
subcontract@ucsf.edu

Substantiating documents such as travel receipts, purchase orders, time records, and so forth, shall be retained as provided in Article XVII and the Subgrantee is expected to keep an accurate accounting of all costs incurred in the performance of this Agreement. All costs incurred under this Agreement must be based on actual costs. Final payment will be made only upon receipt of a progress report and a report of expenditures for the budget period as provided in this Agreement.

The final invoice, clearly marked "final", shall be submitted within forty five (45) days after the term indicated in Article III and shall include only those charges incurred during the referenced term. Funds not expended during this term will revert to University unless prior written approval has been obtained for carry forward. If the final invoice cannot be submitted within such 45-day period, Subgrantee shall notify University's Extramural Funds Section of the Accounting Office in writing within the 45-day period, indicating the reason for the delay; otherwise, funds will not be available to Subgrantee.

Article VI – Rebudgeting of Funds

Subgrantee shall obtain written prior approval from University's Principal Investigator for any increases or decreases to major budget categories by more than 10%.

Article VII – Progress Reporting Requirements

Subgrantee shall furnish to University any technical or performance reports and assistance reasonably requested by University's Principal Investigator as required to meet University's obligations under the Award. These requirements include any reporting specified in accordance with Attachment A and Exhibit D "Investment Outcomes, Outputs, and Milestones".

Annual technical and financial reports are due no later than February 1 of each project year. Subgrantee may be requested to provide real-time reports by objective, which may include supporting documentation. Subgrantee will work collaboratively with PI to meet Bill & Melinda Gates Foundation reporting requirements in a timely manner.

Interim progress reports are required if continuation is intended beyond the Termination Date and shall be submitted to the University within thirty (30) days of the Termination Date of this Agreement. Terminal progress reports must be submitted to University within ninety (90) days after the Termination Date of this Agreement. The report should include a summary statement of progress toward the achievement of the originally stated aims, a list of the positive and negative results which are considered to be significant by the Project Director, and a list of publications resulting from the project with plans (if any) for further publication. All progress reports shall be submitted to University's Principal Investigator.

Article VIII – Publicity and Publication

Publicity:

Neither party will use the name of the other party or its employees in any advertisement, press release, or other publicity without the prior written approval of the other party. Subgrantee understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without permission of The Regents of the University of

California. Such permission may be granted by the Chancellor or his designee. University has the right to acknowledge Subgrantee's participation in and support of the work performed under this Agreement in press releases, scientific publications, and other scientific communications.

Publication:

Subgrantee has been selected to participate in this Project at University's discretion. Subgrantee may not make any statement or otherwise imply to donors, investors, media or the general public that it is a direct grantee of the Bill & Melinda Gates Foundation. Subgrantee may state that The Regents of the University of California is the Foundation's grantee and that it is a Subgrantee of The Regents of the University of California for the Project.

Article IX – Copyrights

Subgrantee understands that, except as otherwise provided in the conditions of the Award, when publications or similar materials are developed from work supported in whole or in part by this Agreement a copy of such materials and a royalty-free and other fee-free license to use them for educational and research purposes shall be provided to University. Any such copyrighted or copyrightable materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the University to reproduce, to publish, or otherwise to use them and to authorize others to do so.

Article X – Patents and Inventions

Subgrantee shall promptly and fully disclose in writing to the University any invention that is made with the financial support, in whole or in part, under this Agreement. Subgrantee shall include a transmittal letter report about the invention to University and shall include this Agreement Number along with the transmittal. Title to any such inventions shall be assigned in accordance with U.S. Patent Laws. In the case of patent rights that are jointly owned by the University and Subgrantee, the University and Subgrantee will enter into an interinstitutional agreement specifying which party will be responsible for managing the joint patent rights. No patent or patent application shall be abandoned by the responsible party without first notifying the joint owner and Foundation in writing ninety (90) days in advance of abandoning the patent or patent application, and according the joint owner the opportunity to take sole title to the invention and continue to prosecute and/or maintain the patent rights at its own expense. If the joint owner declines to prosecute and/or maintain the patent rights, it will notify the Foundation in writing sixty (60) days in advance of abandoning the patent or patent application. Subgrantee agrees to abide by any agreements between the University and the Foundation with respect to patent policy.

Article XI – Subcontracting and Assignment

Subgrantee shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, nor shall this Agreement be assigned, without the prior written authorization of University. Any subawards already included in the approved scope of work incorporated as Attachment A, are hereby approved. Nothing contained in this Agreement shall create any contractual or agency relationship between a lower tier Subgrantee or assignee, and University.

Article XII – Independent Contractor

Subgrantee is deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee between University and Subgrantee or its officers, agents, and employees.

Article XIII – Indemnification

Subgrantee shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subgrantee, its officers, employees, or agents.

University shall defend, indemnify, and hold Subgrantee, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such

liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Subgrantee agrees to indemnify Foundation and to assume responsibility for all liability for damages and injuries (including reasonable attorneys' fees and expenses) which may arise or result from the actions or omissions of Subgrantee or its officers, agents or employees.

Article XIV – Early Termination

Notwithstanding the provisions of Article III above, either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of such early termination, Subgrantee shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for costs and noncancellable obligations incurred prior to the effective date of such early termination, except in no event shall such reimbursement exceed the amount set forth in Article IV. If the Agreement is terminated early, then Subgrantee shall deliver such information and items completed up to the early termination date to the University, including partially completed plans, drawings, data, documents, surveys, maps, reports and models.

Article XV – Protection of Human Subjects

Only activities which do not directly involve human subjects (i.e., are clearly severable and independent from those activities that do involve human subjects) may be conducted between the subcontract commencement date and the date of Subgrantee IRB approval. The funds listed under Article IV may not be used for any research involving human subjects during this period.

If research involving human subjects is performed under this Agreement, Subgrantee shall comply with Department of Health and Human Services ("DHHS") policies and regulations on the Protection of Human Subjects (45 CFR 46 as amended). Subgrantee shall provide to University evidence of approval by Subgrantee's Institutional Review Board. Under governing regulations, federal funds administered by DHHS shall not be expended for, and individuals shall not be enrolled in, research involving human subjects, without prior approval by the Office for Human Research Protections ("OHRP") of an assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. This restriction also applies to all performance sites without OHRP-approved assurances, whether domestic or foreign.

Subgrantee shall submit to the University an approved assurance, reviewed and approved by the appropriate Subgrantee Institutional Review Board, that the rights and welfare of any human subjects involved in this project are adequately protected in accordance with DHHS policies and regulations on the Protection of Human Subjects.

Article XVI – Care and Treatment of Laboratory Animals

If research involving animals is performed under this Agreement, Subgrantee shall comply with Public Health Service Policy on Humane Care and Use of Laboratory Animals (as mandated by Public Law 99-158 as amended) and shall follow the guidelines prescribed in the National Academy of Sciences Publication dated July 1996, (revised October 1996), *Guide for the Care and Use of Laboratory Animals*. Evidence of approval by Subgrantee's Institutional Animal Care and Use Committee shall be provided to University.

Article XVII – Audit and Records

A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subgrantee for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subgrantee for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by University of a final report pertaining thereto.

C. If any audit report reflects major shortcomings in Subgrantee's internal control systems, University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.

D. The University, the Foundation, and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers and records of Subgrantee in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subgrantee is determined on the basis of such audits to be unallowable the Subgrantee shall promptly refund the unallowable amount to University upon demand.

Article XVIII – Civil Rights and Equal Employment Opportunity

Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 11246 and have on file with the DHHS an Assurance of Compliance with the Civil Rights Act of 1964 (Form HHS 441).

Article XIX – Prime Award Provisions

The appropriate provisions of the Award set forth in Attachment D, which is incorporated herein and made a part of this Subagreement, are applicable to Subgrantee, and Subgrantee hereby agrees to comply with such provisions. These provisions shall include, but are not limited to, "Use of Grant Funds", "Political Campaign/Lobbying Activity", "Anti-Terrorism", "Anti-Bribery", "Publications", and "Global Access". In all such provisions, unless the context of the provision requires otherwise, the term "grantee" or "you" shall mean "Subgrantee", and the terms "Foundation", "we" or "us" and equivalent phrases shall mean "University". It is intended that the appropriate provisions shall apply to Subgrantee in such manner as is necessary to reflect the position of Subgrantee as a subrecipient to University, to ensure Subgrantee's obligations to University and to the Foundation, and to enable University to meet its obligations under its Award.

Article XX – Notices

Notices required or permitted under this Agreement shall be effective only if given in writing and delivered by personal service or by registered mail, addressed as follows:

To University: The Regents of the University of California
Office of Research Administration
Attention: Contracts and Grants Officer
University of California
3333 California Street, Suite 315
San Francisco, CA 94143-0962

To Subgrantee: San Francisco Department of Public Health
Jonathan Fuchs, MD
101 Grove Street
San Francisco, CA 94109

Article XXI – Governing Law

This Agreement is governed by the laws of the State of California.

Article XXII – Entire Agreement

This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. Subgrantee acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement.

Article XXIII – Signatory

Subgrantee warrants that the signatory has the authority to execute this Agreement on behalf of Subgrantee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the month, day and year specified below.

The Regents of the University of California

San Francisco Department of Public Health

By

Deborah Good

Deborah Good
Contracts and Grants Officer
Research Management Services
Office of Sponsored Research

Date

12/5/14

By

Tomás Aragón 12/24/14

Tomás J. Aragón, MD, DrPH
Dir, Population Health Division (PH)

Date

Scope of Work

Subcontract Recipient: The San Francisco Department of Public Health
Project Period: 7/01/2014-5/31/2015

Summary

UCSF is the recipient of a ten-year, \$100 million grant from Lynne and Marc Benioff and the Bill & Melinda Gates Foundation to establish the PTBi, a global initiative to address the epidemic of premature birth. In low resource settings, prematurity is the leading cause of death for newborns and the second leading cause of death for children under 5 years of age. The goal of the initiative is to reduce the burden of prematurity by developing, implementing and disseminating high-impact interventions in selected geographies including California, and low resource settings internationally, focused on achieving four specific intermediate aims:

- 1) risk reduction in preconception health;
- 2) enhanced antenatal care quality and coverage, especially for high-risk women;
- 3) improved quality and equity in intrapartum care for mothers and newborns; and
- 4) and increased access and uptake of postnatal care.

The PTBi has two population level indicators to measure success at the end of the 10-year period: (1) delay gestational age among preterm deliveries (2) increasing survival among preterm babies born too soon.

Activities

For the period of 7/1/14-5/31/15, SFDPH will dedicate employee time towards the effort to develop the local implementation strategy that includes identifying the bundle of interventions to deliver care across the life course for women and babies. In addition, the SFDPH will dedicate time towards the effort to develop the plan and strategy for the New Minds, New Ideas Scholars program for the Initiative. Specific activities include leading working groups composed of faculty and community leaders, contributing to the development of the overall research agenda and plan, and participating in group meetings/town halls/ funder presentations, and other activities as is necessary.

The SFPDH has the expertise and is actively involved in maternal and child health and mentorship programs.

Program Director/Principal Investigator (Last, first, middle):

DETAILED BUDGET FOR NEXT BUDGET PERIOD -- DIRECT COSTS ONLY		FROM			THROUGH		GRANT NUMBER
		07/01/14			05/31/15		
PERSONNEL (Applicant organization only)		Months Devoted to Project			DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	Cal. Mnths	Acad. Mnths	Summer Mnths	SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Jonathan Fuchs	Sr Physician Specialist	0.90			14,915	5,220	20,135
Curtis Chan	Sr Physician Specialist	1.80			28,938	12,154	41,092
TBD	Health Program Coordinator III	9.00			75,073	32,672	107,744
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
		0.00			0	0	0
SUBTOTALS					118,926	50,046	168,972
CONSULTANT COSTS							
		0				0	0
EQUIPMENT (Itemize)							
		0				0	
		0				0	
		0				0	0
SUPPLIES (Itemize by category)							
		0				0	
		0				0	
		0				0	
		0				0	
		0				0	0
TRAVEL							
						0	25,000
PATIENT CARE COSTS							
	INPATIENT					0	0
	OUTPATIENT					0	0
ALTERATIONS AND RENOVATIONS (Itemize by category)							
						0	0
OTHER EXPENSES (Itemize by category)							
	Rent 15,000	0		Utilities		0	
	Telecommunications	0		Equipment Use		0	
SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD							\$ 193,972
CONSORTIUM/CONTRACTUAL COSTS							
	DIRECT COSTS					0	0
	FACILITIES AND ADMINISTRATIVE COSTS F&A - direct cost					10.00%	19,397
TOTAL DIRECT COSTS FOR NEXT PROJECT PERIOD (Item 8a, Face Page)							\$ 213,369

INVOICE

The Regents of the University of California, San Francisco Campus (UCSF)

Accounting Office, Box 0812

San Francisco, CA 94143-0812

Attn: Accounts Payable/Subcontracts Desk

Tel. No.: 415-476-1349 & 415-476-2835; FAX No.: 415-920-2503

ATTACHMENT C

Subcontractor's Name _____
 Subcontractor's Address _____
 Contact Person _____
 Email Address _____
 Telephone # _____

Subcontract No: _____
 Invoice No: _____
 Period Covered: _____
 Date of Invoice: _____
 Final: Yes _____ No

ITEM	CURRENT EXPENSE
Personnel Costs	
Salaries	
Benefits	
TOTAL PERSONNEL	
Operating Costs	
Consultants	
Equipment	
Supplies	
Travel	
Patient Care	
Alterations/Renovations	
Consortium/Contractual	
Other Expenses	
TOTAL OPERATING	
TOTAL DIRECT COSTS	
Indirect @ _____%	
base: Personnel, IDC, MTRC	
Other (Circle One)	
TOTAL COSTS	
PROGRAM INCOME (entered as a credit of	
TOTAL NET COST	
TOTAL EXPENSE REQUEST FOR THIS INVOICE	

Wire Transfer Info:

Beneficiary Name (payee): _____
 Beneficiary Bank Account No: _____
 Bank name: _____
 ABA Routing Number: _____
 Foreign Only
 SWIFT Code: _____
 IBAN: _____
 (European countries & Israel)
 BSB (Australia): _____
 CLABE (Mexico): _____

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the contract.

Authorized Subcontractor Signature _____ Date _____

Print Name and Title _____

PI or Delegated Signature _____ Date _____

Print Name and Title _____

BILL & MELINDA GATES foundation

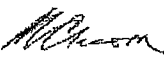
GRANT AGREEMENT Investment ID OPP1107312

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION	
Name:	Regents of the University of California, San Francisco
Tax Status:	Public Charity pursuant to U.S. IRC § 509(a)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	3333 California Street, Suite 315 Campus Mailbox 0962 San Francisco, California 94143-0962
Primary Contact:	Larry Rand, Perinatal Director, Fetal Treatment Center, randl@obgyn.ucsf.edu
FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	France Donnay, Senior Program Officer, Maternal, Neonatal and Child Health France.Donnay@gatesfoundation.org
AGREEMENT INFORMATION	
Title:	UCSF Preterm Birth Initiative
"Charitable Purpose":	To contribute to a measurable and sustainable reduction in the burden of preterm birth (PTB)
"Start Date":	June 1, 2014
"End Date":	May 31, 2019
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: - Grant Amount and Reporting & Payment Schedule (Attachment A) - Terms and Conditions (Attachment B) - Proposal Narrative (dated March 31, 2014) - Results Framework and Tracker (dated March 31, 2014) - Budget (dated March 31, 2014)

THIS AGREEMENT is between Regents of the University of California, San Francisco ("*UCSF*" or "*You*") and the Bill & Melinda Gates Foundation ("*Foundation*"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

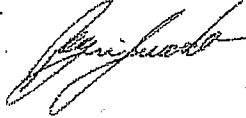
BILL & MELINDA GATES FOUNDATION



Mariam Claesson, MD
Director, Maternal, Neonatal and Child Health

April 22, 2014
Date

Regents of the University of California, San Francisco



Digitally signed by Regnier Jurado
DN: cn=Regnier Jurado, o=University of California at San Francisco, ou=Contracts and Grants Division, email=regnier.jurado@ucsf.edu, c=US
Date: 2014.04.23 10:20:51 -0700
Regnier Jurado
Associate Director
OSR-Research Management Services
Date

GRANT AGREEMENT
Investment ID OPP1107312

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You up to the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

PAYMENT SCHEDULE

The Foundation will make payments according to the Reporting & Payment Schedule and, where specified, contingent on Your completion of the applicable target, milestone, or reporting deliverable. The Foundation may approve changes to the schedule from time to time, and will confirm any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
N/A	Countersigned Agreement	N/A	June 2014	\$3,607,748.00
N/A	Governance and accountability structures and policies established	July 31, 2014	N/A	N/A
N/A	Finalized year 1 work plan	July 31, 2014	N/A	N/A
N/A	Initiation of outreach efforts with coalition and partners	August 31, 2014	N/A	N/A
N/A	Identification of target sites and geographies	August 31, 2014	N/A	N/A
N/A	Draft of M&E framework	January 31, 2015	N/A	N/A
N/A	Draft of Proposal, Budget, Modules, and Results Framework for Project Implementation	March 31, 2015	N/A	N/A
—	1) **Go/No-Go Milestone: Submission of Full Proposal, Budget, Modules, and Results Framework for Project Implementation satisfactory to the Foundation and, 2) Progress Report for the period of June 1, 2014 to May 31, 2015	June 30, 2015	August 2015	\$6,685,079.00
June 1, 2015 to May 31, 2016	**Progress Report	**June 30, 2016	**August 2016	\$6,685,079.00
June 1, 2016	**Progress Report	**June 30,	**August	\$6,685,079.00

to May 31, 2017		2017	2017	
June 1, 2017 to May 31, 2018	**Progress Report	**June 30, 2018	**August 2018	\$1,337,015.00
Start Date to End Date	Final Report	N/A	N/A	N/A
Total Grant Amount				Up to \$25,000,000.00

** As set forth in the Proposal, payments that are related and subsequent to this Go/No Go Milestone are contingent upon the completion by UCSF of a full proposal, budget, modules and result framework for a broader scope of work that is satisfactory to the Foundation. As a result, the payments scheduled for 2016-2018 are listed with target payment dates, but these dates are subject to change. In addition, one or more of these payments may be contingent upon one or more additional targets, milestones or reporting deliverables as agreed upon by the Foundation and UCSF.

GRANT AGREEMENT
Investment ID OPP1107312

ATTACHMENT B
TERMS & CONDITIONS

~~This Agreement is subject to the following terms and conditions.~~

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "Project") in order to further the Charitable Purpose.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under the Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principle (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). Background IP is IP protecting Background Technology which either exists prior to the Project or is generated outside the Project, and which is required for carrying out the Project or commercializing its Results. It must be the property of a Participant. Nothing in the Agreement shall affect the ownership of Background IP that one Participant agrees to make available to another in the course of the Project. Background IP that is identified as being required for carrying out the Project shall be made available to the other Participants through nonexclusive licenses for research purposes only to the extent that each Participant is able to provide such Background IP in order to fulfill its obligations under the Project

Each Participant shall identify its own Background IP that it deems necessary to carry out the Project and shall review the available rights to such Background IP. They will ensure that such Background IP is identified as Key Background Technology in the Global Access Strategy, if applicable, and that they have identified any restrictions or limitations on grant of licenses to each other of which they are aware.

"*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by Participants of this Project prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

GRANT AGREEMENT
Investment ID OPP1107312

PUBLICATION

For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the charitable purpose of this Agreement. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project. You acknowledge that the Foundation has not and will not earmark the use of any Grant Funds for a specific subgrantee or subcontractor.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

PUBLICITY

PUBLICITY BY THE FOUNDATION

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

PUBLICITY BY YOU

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding the award of this grant; and (b) any other public use of the Foundation's name or mark. For any subsequent press releases or other public announcements directly related to the award of this grant, please email Your request to: Grantee.Comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment.

PUBLICITY BY OTHERS

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

OTHER

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not knowingly infringe, misappropriate, or violate the intellectual property rights of any third party.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to the Foundation, applied to another Foundation-funded project (current or under consideration), or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation.

RECORD KEEPING

You will maintain adequate accounting records related to the Project. You will make such records available to enable the Foundation to monitor and evaluate how Grant Funds have been used.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.