MODIFICATION NO. 03
HPTN GRANT
BETWEEN
FAMILY HEALTH INTERNATIONAL (FHI 360)
AND
CITY AND COUNTY OF SAN FRANCISCO ("GRANTEE")

Subaward ID #:PO24002400
Purchase Order Release No.: 0 *(FHI 360 use only: applicable for subawards paid from Costpoint)*

HPTN 113 Leadership
HIV PREVENTION TRIALS NETWORK (HPTN) No. UM1 AI068619
FEDERAL AWARD DATE: June 1, 2006 **R&D:** ☒ Yes ☐ No
CFDA NAME: Allergy and Infectious Diseases Research **CFDA No**: 93.855

Funding Summary	Obligated Amount	Total Estimated Award
Prior to this Modification	US $108,968	US $108,968
Change	**US $72,466**	**US $72,466**
Modified Total	**US $181,434**	**US $181,434**

Period of Performance	Start Date	End Date
Prior to this Modification	April 1, 2024	November 30, 2025
As Modified	UNCHANGED	**November 30, 2026**

Upon execution of this Modification, FHI 360 and the Grantee are subject to the terms and conditions of the original Grant as amended by this Modification, prior Modifications and any attachments to the Modification(s). **Grantee should return one (1) fully executed copy of this Modification to the Grant Monitor.**

Authorized by and accepted for Family Health International by:

Signature _____ Date _____

Name _____

Title _____

Authorized by and accepted for Grantee by:

Signature _____ Date _____

Name *(type or print)* _____

Title _____

SUMMARY OF MODIFICATION

The purpose of this modification is to:

- Modify the **Period of Grant Performance** end date to **November 30, 2026.**
- Increase the **Total obligated Amount** by US $72,466 for a new **Total obligated Amount** of US $181,434 through **November 30, 2026.**
- Increase the **Total Estimated Award** by US $72,466 for a new **Total Estimated Award** of US $181,434 through November 30, 2026.
- **Add new paragraphs (g), (h), and (i)** additional applicable provisions to **Article 3, Conditions of Funding**.
- Delete and replace in Article 10 **FHI 360 Terms and Conditions** the Points of Contact with the FHI 360 Grant Officer Point of Contact for this Award.

- **Article 11 Special Award Conditions** are hereby added to reflect the requirements on new restrictions outlined in the **Notice of Award (NOA)** from **December 19, 2025**.

- Revise and replace **Attachment B, Budget**
- Revise and replace **Attachment C, Subrecipient Financial Report**

- Delete and replace **Attachment D: FHI 360 Grant Terms and Conditions** in its entirety to update the following provisions:
    - **Article 4 – Standards of Ethics and Business Conduct:** Streamlined for clarity and ease of readability.
    - **Article 15- Termination:** If not previously amended, this revision reflects the updated language confirming that FHI360 reserves the right to suspend and terminate the grant immediately if the Funder suspends or terminates the prime award in whole or in part.
    - **Article 16 – Governing Law:** Newly introduced.
    - **Article 17 – Disputes:** Updated to specify arbitration requirements based on the grantee's location.
    - **Article 18 – Indemnification:** Expanded to include fines and penalties and introduces subpart (iii).
    - **Article 18- Debarment and Suspension** is hereby renumbered as **Article 19**. The text of this Article remains unchanged under this modification.
    - **Article 20 – Terrorist Financing:** Broadened to include Other Prohibited Transactions.
    - **Article 23 – Abortion-Related Activities:** Revised to incorporate new reporting requirements.
    - **Article 24 – Nondiscrimination:** Newly added.
    - **Articles 16–29:** Renumbered accordingly.

MODIFICATION DETAILS

1. **Cover Page: The period of performance end date is extended to November 30, 2026.**

2. **Article 2 Type of Grant** is deleted in its entirety and revised as follows:

ARTICLE 2. TYPE OF GRANT

This is a Standard Grant that provides the following:

(a) **TOTAL ESTIMATED AMOUNT**. The total estimated value of this Grant is **US $181,434**. The Grantee agrees to use its best efforts to implement the program within the total estimated budget in *Attachment B, Budget.*

(b) **TOTAL OBLIGATED AMOUNT**. This Grant will be incrementally funded by FHI 360. The total obligated funding for this Grant is **US $181,434** through **November 30, 2026**. FHI 360 will not reimburse the Grantee for expenses greater than the total obligated amount or for costs incurred outside of the period of performance of this Grant. Changes to obligated funding will be in writing as a modification to this Grant.

3. **Add new paragraphs (g), (h), (i), and (j)** additional applicable provisions to **Article 3, Conditions of Funding**.

(g) Carry-over of an unobligated balance into the next budget period requires FHI 360 prior approval.

(h) NIH funds provided under this Agreement may not be used to support foreign subawards or foreign subaward activities. Any funds used to support foreign subawards or foreign subaward activities will result in a disallowance of costs, and such funds will be recovered.

(i) All funds awarded under this Grant must be used exclusively for the activities, procedures, and obligations expressly outlined in the approved protocol for **HPTN 113 Leadership** (the "Study"). The Grantee shall not reallocate, redirect, or otherwise use any portion of the Grant funds for purposes outside the scope of the Study without the prior written authorization of FHI 360. Any expenditure inconsistent with the Study protocol shall be deemed an unallowable cost.

4. Delete and replace **Article 10 FHI 360 Terms and Conditions** the Points of Contact with the FHI 360 Grant Officer Point of Contact for this Award.

The FHI 360 Grant Officer Point of Contact for this award is:

Dominika Cadotte
Contracts and Grants Officer
Contract Management Services
FHI 360
2101 L St NW, Suite 700

Washington, DC, 20037
dcadotte@fhi360.org
202-884-8199

The FHI 360 Supervisory Grant Officer Point of Contact for this award is:

Sharon Jordan
Contracts and Grants Officer
Contract Management Services
359 Blackwell Street, Suite 200
Durham, NC 27701
sjordan@fhi360.org
919-321-3407

5. **Article 11 Special Award Conditions** are hereby added to reflect the requirements on new restrictions outlined in the Notice of Award (NOA) from **December 19, 2025.**

   d) Further, where applicable, prior written approval is required for **all international travel by Government of Uganda** officials. No travel costs may be charged to this award without such approval and the execution of a revised amendment reflecting the approved travel.

   Clinical trial insurance, if applicable to Grantee, requires **prior written approval** and **must** be requested on a per protocol basis. No funds may be authorized to provide clinical trial insurance unless prior written authorization has been obtained from FHI 360.

   If applicable, the Grantee **must** notify and obtain prior written approval from FHI 360 before adding or changing any research protocols in **Brazil**. No funds for new protocols may be expended until all NIH administrative requirements have been met and **prior written approval is obtained from FHI 360**, following NIAID approval and confirmation via a revised Notice of Award (NOA).

6. **Attachment B, Budget,** is deleted in its entirety and replaced with the revised Attachment B, Budget.

7. **Attachment C, Subrecipient Financial Report,** is deleted in its entirety and replaced with the revised Attachment C, Subrecipient Financial Report.

8. **Attachment D: FHI 360 Grant Terms and Conditions** is hereby deleted in its entirety and replaced with the revised version attached to this modification.

All other terms and conditions remain unchanged and in effect.

ATTACHMENTS

B. Budget
C. Subrecipient Financial Report (SFR)
D. FHI 360 Grant Terms and Conditions

ATTACHMENT B
BUDGET

Subawardee:	City and County of San Francisco	**Start Date:**	4/1/2024
PO#	PO24002400	**End Date:**	11/30/2026
Subaward title:	HPTN 113 Leadership (Buchbinder)		

	Previous Funding Period Obligation	Current Funding Period Obligation	Total Obligation	Total Life of Project
	Apr 1 2024 - Nov 30 2025	Dec 1 2025 - Nov 30 2026	Apr 1 2024 - Nov 30 2026	Apr 1 2024 - Nov 30 2026
	Amount USD	Amount USD	Amount USD	Amount USD
1. SALARIES	68,533	45,140	113,673	113,673
2. FRINGE BENEFITS	20,448	14,444	34,892	34,892
3. CONSULTANTS	-		-	-
4. EQUIPMENT	-		-	-
5. TRAVEL/TRANSPORTATION	-		-	-
6. SUBAWARDS	-		-	-
7. OTHER DIRECT COSTS	-		-	-
8. INDIRECT COST/G&A	19,987	12,882	32,869	32,869
TOTAL PROJECT COSTS	**108,968**	**72,466**	**181,434**	**181,434**

ATTACHMENT C

Subawardee:	City and County of San Francisco	**Start Date:**	4/1/2024
PO#	PO24002400	**End Date:**	11/30/2026
Subaward title:	HPTN 113 Leadership (Buchbinder)		

	Previous Funding Period Obligation	Current Funding Period Obligation	Total Obligation	Total Life of Project
	Apr 1 2024 - Nov 30 2025	Dec 1 2025 - Nov 30 2026	Apr 1 2024 - Nov 30 2026	Apr 1 2024 - Nov 30 2026
	Amount USD	Amount USD	Amount USD	Amount USD
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4. EQUIPMENT	-		-	-
5. TRAVEL/TRANSPORTATION	-		-	-
6. SUBAWARDS	-		-	-
7. OTHER DIRECT COSTS	-		-	-
8. INDIRECT COST/G&A	19,987	12,882	32,869	32,869
TOTAL PROJECT COSTS	**108,968**	**72,466**	**181,434**	**181,434**

Attachment D
FHI 360 Grant Terms and Conditions

1. INDEPENDENT ENTITY

The relationship of the Grantee to FHI 360 is that of an independent entity, and nothing in this Grant will be construed as creating any other relationship. As such, the Grantee will comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Grantee's protection in connection with work performed under this Grant. Neither the Grantee nor anyone employed by it will be, represent, act, purport to act, or be deemed to be an agent, representative, or employee of FHI 360.

This Grant is funded in whole or in part with funds from the funding sponsor. Neither the funding sponsor nor any of its departments, agencies, or employees is or will be a party to this Grant. All communications regarding this Grant must be directed to FHI 360.

2. CONFIDENTIAL INFORMATION

During the term of this Grant, the Grantee and its employees may receive or have access to data and information that is confidential and proprietary to FHI 360 or the funding sponsor.

"*Confidential Information*" is defined as all technical information whether directly or indirectly disclosed, in verbal, written, graphic, photographic, electronic, prototypic, sample or any other form.

Confidential Information disclosed in written, graphic or electronic format will be marked on its face as "Confidential" and/or "Proprietary." *Confidential Information* disclosed in verbal or visual form will be summarized in writing and confirmed to the Grantee as "Confidential" and/or "Proprietary" within thirty (30) days following disclosure.

Confidential Information does NOT include information that:

- is or becomes generally available to the public other than as a result of a disclosure by the Grantee;
- becomes available to the Grantee on a non-confidential basis from a source that is not prohibited by a legal, contractual or fiduciary obligation from disclosing such information;
- is developed independently by the Grantee without use of *Confidential Information*, as demonstrated by written records and evidence;
- was in the Grantee's possession or known to the Grantee prior to receipt from the disclosing party; or
- is required by law to be disclosed, provided the Grantee notifies FHI 360 promptly and gives FHI 360 an opportunity to seek an appropriate protective order.

Confidential Information may be used by the Grantee or its employees only for purposes of performing the obligations under this Grant. The Grantee will not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of FHI 360.

All "*Confidential Information*" disclosed to or otherwise made known to the Grantee as a result of services under this Grant remains the sole property of FHI 360 and/or its funding sponsor.

These obligations of confidentiality and non-disclosure will remain in effect for a period of five (5) years after the termination of this Grant.

3. ORGANIZATIONAL CONFLICTS OF INTEREST

a) The Grantee represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the Grantee has disclosed all such relevant information.

b) The Grantee agrees that if an actual or potential organizational conflict of interest is discovered after award, the Grantee will make a full disclosure in writing to the FHI 360 Grant Officer. This disclosure will include a description of activities which the Grantee has taken or proposes to take, after consultation with the FHI 360 Grant Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c) Remedies – The FHI 360 Grant Officer may terminate this Grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Grantee was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the FHI 360 Grant Officer, FHI 360 may terminate the Grant for default.

d) The Grantee further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph (d), in any lower-tier Grant or Subgrant arising out of this Grant.

4. STANDARDS OF ETHICS AND BUSINESS CONDUCT

The Grantee confirms that it shares, and will perform this Grant in accordance with, FHI 360's commitment to comply with all applicable laws and regulations, high standards of ethics and business conduct, and the imperative to protect personnel, children, other vulnerable populations, and all program participants and beneficiaries from exploitation, abuse, and other misconduct.

For the entirety of Section 4, "Grantee Personnel" means any employees, consultants, volunteers, and agents of the Grantee.

4.1 Combating Trafficking in Persons: FHI 360 requires that the Grantee uphold the principles of FHI 360's Combating Trafficking in Persons policy (POL 01029) located on the FHI 360 Compliance Office website at Ethics and safeguarding - FHI 360. The Grantee and Grantee Personnel must refrain from and take steps to prevent any conduct that violates the policy.FHI 360 requires the Grantee and Grantee Personnel to cooperate fully with investigations of policy violations and provide truthful information to investigators.

4.2 Safeguarding of Children in FHI 360 Programs: The Grantee must uphold the principles of the FHI 360 Safeguarding of Children policy (POL 01030) located on the FHI 360 Compliance Office website at Ethics and safeguarding - FHI 360 to prevent abuse, neglect, and exploitation of children by the Grantee and Grantee personnel. Grantee Personnel are prohibited from engaging in child abuse, exploitation, or neglect in its programs and activities, including without limitation, physical abuse; emotional ill-treatment; neglect or insufficient supervision; sexual abuse; exploitation through prostitution or production of pornographic materials; trafficking; or commercial, transaction or labor exploitation resulting in actual or potential harm to the child's health, well-being, survival, development or dignity

4.3 Protecting Program Participants from Sexual Exploitation and Abuse (SEA): The Grantee must uphold the principles of FHI 360's policy on Protecting Program Participants from Sexual Exploitation and Abuse (POL 01032), located on the FHI 360 Compliance office website at Ethics and safeguarding - FHI 360, to prevent Sexual Exploitation and Abuse by Grantee Personnel. The Grantee and Grantee Personnel are prohibited from committing any form of sexual exploitation or abuse of any adults or children who are served by FHI 360 programs or encounter Grantee Personnel engaged in activities under this Grant ("*Program Participants*"). Sexual exploitation means any actual or attempted abuse of Program Participants that takes advantage of their position of vulnerability or trust for sexual purpose. Sexual abuse means any actual or threatened physical intrusion of a sexual nature by force or under unequal or coercive conditions. The Grantee must take steps to develop a culture that does not tolerate SEA and to prevent, detect, and/or stop any SEA by Grantee Personnel.

4.4 Violence Within the Work Environment: The Grantee must uphold the principles of FHI 360's Violence-Free Workplace policy (POL 03041) located on the FHI 360 Compliance office website at Ethics and safeguarding - FHI 360 and take steps to prohibit and prevent any form of violence or threats of violence in the work environment, by or against any Grantee Personnel while on the Grantee's premises or work locations of the Grantee, at any events sponsored by the Grantee or while engaged in the performance of employment duties for Grantee whether on or off the Grantee's premises. The Grantee's policy must prohibit Grantee Personnel from perpetrating any form or violence or threats of violence against any staff or any Grantee partner, Grantee, or client; program participants; or anyone else with whom they interact in work-related situations.

4.5 Harassment-Free Work Environment: The Grantee must uphold the principles of FHI 360's Harassment-Free Work Environment policy (POL 03029) located on the FHI 360 Compliance office website at Ethics and safeguarding - FHI 360 and take steps to prohibit and prevent Grantee Personnel from engaging in any form of harassment in the workplace or work-related situations based on: race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, or perceived adherence to socially defined norms of masculinity and femininity, medical conditions, pregnancy, childbirth, and breastfeeding, nationality or citizenship, physical or mental disability, genetic information or characteristics (or those of a family member), protected U.S. military or U.S. veteran status, status as a victim of domestic violence, sexual assault or stalking, and/or any other class, status, or characteristic protected by local law. The Grantee must strictly prohibit Grantee Personnel from harassing any Grantee Personnel, employees of any Grantee partner, Grantee, or client; program participants; or anyone else with whom Grantee Personnel interact in work-related situations.

4.6 Dealing with Governments or Officials; Compliance with Foreign Corrupt Practices Act: The Grantee acknowledges that FHI 360 corporate policy (POL 01015) located on the FHI 360

Compliance office website at Ethics and safeguarding - FHI 360 requires that FHI 360's activities be conducted within the letter and spirit of the law. The Grantee, including any of its affiliates and their respective employees, agents officers, or other members of its management will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as "officials") where such payment would constitute a violation of any law. In addition, regardless of legality, the Grantee will make no payment either directly or indirectly to officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Grant or any other aspect of FHI 360's operations.

4.7 Reporting of Violations: The Grantee and Grantee Personnel who observe, suspect, or receive allegations of misconduct or violations of any of the above referenced policies and requirements in this Section 4 are required to report the conduct immediately, either orally or in writing, by contacting the Office of Compliance and Internal Audit (OCIA) by **one** of the following means: (1) via email at Compliance@fhi360.org; (2) via OCIA's Ethics and Compliance phone messaging service: +1-833-745-8886; or (3) via OCIA's anonymous reporting website (http://www.fhi360.org/anonreportregistry). Please note that anonymous reports are generally more difficult to investigate due to limited information. When reporting, individuals are urged to provide as much detail as possible about the conduct, if possible, including identifying people who were involved or who witnessed the conduct, so long as this will not put the persons identified at risk of immediate harm. The Grantee must maintain policies that require Grantee Personnel to report any misconduct or violations to any other appropriate management within the Grantee's organization, with any appropriate law enforcement agency or other regulatory agency as required by local laws.

4.8 Consequences of Violations: Violations by the Grantee or Grantee Personnel and/or the failure to follow the requirements of the policy may result in immediate termination of Grantee's award. FHI 360 may pursue any contractual or other legal or equitable remedies that may be available.

5. PERSONAL DATA PROTECTION

Grantee is responsible for ensuring its compliance with any applicable data protection laws related to its services, including but not limited to, General Data Protection Regulation (GDPR), UK-GDPR, Protection of Personal Information (POPI) Act, Nigeria Data Protection Regulation (NDPR), Brazilian General Data Protection Law (LGPD) and the Kenya Data Protection Act. To the extent Grantee processes any personal data, as defined by applicable data protection laws, on behalf of FHI 360 and in relation to which FHI 360 is the Controller, as defined by applicable data protection laws, Grantee shall: (a) act only on instructions from FHI 360 when processing personal data and keep records of all processing activities; (b) take all appropriate technical and organizational measures to protect against unauthorized or unlawful processing of, or accidental loss, destruction, or damage to, personal data; (c) process personal data in accordance with applicable data protection laws; (d) not do or permit anything to be done which might cause FHI 360 or any of its affiliates to be in violation of applicable data protection laws; (e) immediately inform FHI 360 if it believes performance of the services or compliance with any FHI 360 instruction violates or might reasonably be considered to violate any applicable data protection laws; (f) immediately notify FHI 360 of receipt of any complaint, data subject access request, notice, or communication which relates directly or indirectly to the processing of personal data under this Agreement, and provide full co-operation and assistance to FHI 360 in responding to such complaint, request, notice, or communication; (g) notify FHI 360 promptly and without undue delay upon becoming

aware of any unauthorized loss, corruption, damage, destruction, alteration, disclosure, or access to, or unauthorized or unlawful processing of, any personal data ("Personal Data Breach"), or any circumstances that are likely to give rise to a Personal Data Breach, timely providing FHI 360 with sufficient information for it to meet its obligation, if any, to report a Personal Data Breach under applicable data protection laws; (h) cooperate with FHI 360 and take commercially reasonable steps as may be directed by FHI 360 to assist in the investigation, mitigation, and remediation of any Personal Data Breach; (i) cooperate as requested by FHI 360 to enable it to comply with any exercise by a data subject of rights under applicable data protection laws with respect to personal data processed by Grantee under this Agreement, or to comply with any assessment, inquiry, notice, or investigation under applicable data protection laws; (j) only permit a third party sub-processor to process personal data subject to FHI 360's prior written consent and provided that the sub-processor's contract includes terms that are substantially the same as those set out in this section; and (k) not transfer, permit a third-party processor to transfer, or allow access to personal data outside a country with restrictions on transferring data to another country without FHI 360's prior written consent, subject to any conditions FHI 360 may impose, at its sole discretion. Grantee agrees that FHI 360 may from time to time have reasonable access to Grantee's premises, systems, and records in order to audit Grantee's security measures and procedures in connection with the processing of personal data and to ensure Grantee's compliance with this section. Grantee shall indemnify, defend, and hold FHI 360 and its affiliates harmless from and against all costs, claims, damages, or expenses incurred by them due to any failure by Grantee to comply with any of its obligations under this section.

6. PROTECTION OF HUMAN RESEARCH SUBJECTS

The Grantee is responsible for safeguarding the rights and welfare of human subjects involved in research under this Grant. The Grantee shall provide FHI 360 with written assurance satisfactory to the sponsoring federal department or agency that it will comply with the Common Federal Policy for the Protection of Human Subjects found in Part 225 of Title 22 of the Code of Federal Regulations. This policy applies to all research involving human subjects conducted, supported or otherwise subject to regulation by any federal department or agency including research that takes place in foreign countries. In the case of research conducted outside of the United States and remains subject to 22 CFR 225, the Grantee shall submit to the FHI 360 Technical/Program Monitor written assurance that procedures followed by the Grantee to protect human research subjects are at least equivalent to those in 22 CFR 225. In lieu of a written assurance, FHI 360 shall accept the existence of a current assurance, appropriate for the research in question, on file with the Office for Human Research Protections, HHS, or any successor office, and approved for federal wide use by that office.

Any research supported under this Grant that will involve human subjects as defined in 22 CFR 225 shall not commence until the required assurance has been submitted to FHI 360 and Grantee has been notified in writing by the FHI 360 Technical Monitor that all other requisite approvals of the Grantee's procedures pursuant to the protection of human research subjects have been obtained, as appropriate.

7. RESEARCH INTEGRITY AND MISCONDUCT

FHI 360 requires that research is conducted with the highest standards of integrity and ethical behavior regardless of the funding source or type of research. FHI 360 employees and related personnel have a personal responsibility for implementing FHI 360's Research Integrity and Misconduct policy located on the FHI 360 Compliance office website at https://www.fhi360.org/about-us/compliance-office). The policy requires anyone having reason to believe that a person has engaged in research misconduct to report his/her concern of possible research misconduct to the FHI 360 Research Integrity Officer (RIO). When research is supported by the Public Health Service (PHS), National Science Foundation (NSF) and

other Federal Agencies FHI 360 complies with special reporting requirements found in PHS Policies on Research Misconduct – 42 CFR Part 93 and NSF regulations at 45 CFR 689. FHI 360 subawardees and subcontractors are responsible for handling research misconduct in compliance with applicable federal regulations, local laws and agreement terms and conditions. In addition, FHI 360 subawardees and subcontractors are expected to inquire into, and if necessary, investigate and resolve promptly and fairly all instances of alleged research misconduct related to the subaward or subcontract, such review to comply with applicable federal regulations, local laws, and agreement terms and conditions. For determinations of research misconduct while engaged in FHI 360 research activities, subawardees and subcontractors are required to provide a report to the RIO that details the facts and analysis that supports the conclusion, identifies the type of research misconduct, describes any mitigating steps and/or administrative and disciplinary actions taken, list all individuals and/or organizations notified, includes any supporting documentation of the misconduct, and provides any other relevant information pertinent to the investigation. At the discretion of the RIO, the RIO may take custody of all research records and evidence to meet any applicable legal and/or regulatory requirements.

8. PATIENT CARE

The Grantee assumes full responsibility and liability for the care and treatment of its patients. To the extent that the training and other support provided to the Grantee by FHI 360-employed personnel under this Grant encompasses treatment of Grantee's patients, the Grantee acknowledges and agrees as follows:

a) that the Grantee is ultimately responsible for such treatment;

b) that such treatment will be deemed to be done by and on behalf of the Grantee;

c) that the Grantee waives any claim against FHI 360 and/or FHI 360-employed personnel arising out of patient treatment;

d) that the Grantee will assume full responsibility for any claims made by patients arising out of patient treatment, whether patient treatment was provided by Grantee-employed personnel or by FHI 360-employed personnel; and,

e) that the Grantee will hold FHI 360 harmless from any liability arising out of any assistance provided under the terms of this Grant.

9. INSPECTION AND ACCEPTANCE

Acceptance of the effort specified in the Program Description will be made by FHI 360's Technical/Program Monitor or his/her authorized representative. FHI 360 has the right to inspect and evaluate the activities performed under this Grant at all reasonable times and in a manner that will not unduly delay the activities.

All required deliverables will be submitted to the FHI 360 Technical/Program Monitor. Notwithstanding any other payment provision of this Grant, failure of the Grantee to submit required reports when due, or failure to perform or deliver required activities will result in the withholding of payment under the Grant unless such failure arises out of causes beyond the control and without the fault or negligence of the Grantee.

10. CHANGES AND MODIFICATIONS

Any proposed change to this Grant must be authorized by a written modification to this Grant before performance of the change may begin. Any effort undertaken by the Grantee pursuant to oral instructions or technical directions issued other than in accordance with the provisions of this Grant will be at the Grantee's risk of performing activities outside the Program Description of this Grant and may not be eligible for payment of the costs incurred.

11. SUBGRANTS

The Grantee will not execute Subgrants under this Grant without the prior written approval of the FHI 360 Grant Officer. The Grantee will submit to the FHI 360 Grant Officer information concerning the need for Subgrants including an assessment of the reasonableness of the costs to be paid to any Subgrantee. A copy of any proposed Subgrant must accompany the request for approval.

12. WORKING FILES AND DATASETS

The Grantee certifies that any working files maintained by the Grantee including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Grant will be maintained in an accurate and complete manner. Upon request, the Grantee will provide in-formation contained in its working files to the FHI 360 Technical/Program Monitor.

13. RECORDKEEPING AND ACCESS

The Grantee will maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Grant. These records will be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of FHI 360 or its funding sponsor. The Grantee will retain all such records concerning this Grant for a period of three (3) years after the submission of the final financial report, unless a longer period is specified in the specific terms and conditions of the Grant and for U.S. Government funded grants, for a longer period if there is an applicable exception under 2 CFR 200.333 or where this regulation is codified by any U.S. Government agency. If any litigation, claim or audit is started before the expiration date of this three-year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

14. PUBLICATION

Unless otherwise specified in this Agreement, the Grantee is encouraged to publish the results of its work under this Agreement.

In the event the Grantee proposes any ***academic*** publication arising out of the Grantee's work under this Agreement, the Grantee agrees to comply with HPTN Publications Policy that can be found at the following site:
https://www.hptn.org/resources/manual-of-operations

Disclaimer.
For both ***academic*** and ***non-academic*** publications resulting from work performed under this Grant, the Grantee will include a disclaimer which is in substantially conformity with the following example:

"This publication was prepared under a Grant funded by Family Health International under Cooperative Agreement/Grant No. UM1 AI068619 funded by the National Institutes of Health. The

content of this publication does not necessarily reflect the views, analysis or policies of FHI 360 or the National Institutes of Health, nor does any mention of trade names, commercial products, or organizations imply endorsement by FHI 360 or the National Institutes of Health."

The Grantee will notify the FHI 360 Technical/Program Monitor when any article, chapter or other publication is published, and will provide a copy of the published work to FHI 360.

15. TERMINATION

a) ***Termination.*** Funding for this Grant is contingent upon factors including the availability of funds to FHI 360, satisfactory progress by the Grantee, and overall direction of the program of which this Grant is a part. FHI 360 may suspend or terminate this Grant in whole or in part, at any time, and for any reason, by providing five (5) calendar days written notice of the effective date of the suspension or termination to the Grantee. However, FHI 360 reserves the right to suspend or terminate the grant immediately if the Funder suspends or terminates the prime award in whole or in part. The Grantee will be responsible for satisfying all of its obligations relative to this Grant through the effective date of termination. FHI 360 will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) FHI 360 expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if the Grant were not suspended or expired normally at the end of the funding period in which the termination takes effect.

b) ***Terms upon Termination.*** Upon termination, the Grantee will:

1. cease all work except to the extent that is minimally necessary to shut down operations;

2. return or provide to FHI 360 all materials and work product related to this Grant; and,

3. provide FHI 360 with such services related to the transfer of tasks under the Program Description to another Grantee as may be specified by FHI 360 upon termination.

The Grantee will be reimbursed for services provided up to the effective date of termination and any such transfer costs as are specified and approved in advance by FHI 360, provided such services are in accordance with the provisions of this Grant.

16. GOVERNING LAW

This Grant shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., excluding conflicts of law principles that would require the laws of another jurisdiction to apply. The provisions of the United Nations Convention for the International Sale of Goods are specifically excluded.

17. DISPUTES

(a) All disputes arising out of or in connection with this Grant shall be submitted to direct discussions between the FHI 360 Grant Officer and the Grantee's duly authorized representative. Disputes that remain unresolved after sixty (60) days shall be finally settled by arbitration in accordance with paragraphs (b) and (c).

(b) For non-U.S. domiciled Grantees, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with such Rules, and the place of arbitration and its seat shall be New York, New York, USA. For U.S.-based Grantees, arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association by a sole arbitrator appointed in accordance with such Rules, and the place of arbitration and its seat shall be Raleigh, North Carolina, USA.

(c) In either of the circumstances described in paragraph (b), the substantive law applicable to the merits of the dispute shall be as specified in "Governing Law" above. The decision of the arbitrator shall be final and binding on the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall be solely responsible for its own legal costs and related expenses.

18. INDEMNIFICATION

The Grantee will indemnify, defend, and hold FHI 360 harmless from any losses, damages, liabilities, claims, costs, fines, penalties, demands, suits, or judgments, including reasonable attorney's fees, as a result of (i) any damage or injury to the Grantee, its employees, officers, or agents, or injury to the property of the Grantee, its employees, officers, or agents, or any injury to third persons or their property which is directly or indirectly caused by the Grantee, its employees, officers, or agents, in the course of performance of any of the work specified in this Grant; (ii) any breach by the Grantee of the provisions of this Grant; or (iii) any violation by the Grantee of applicable laws or regulations.

19. DEBARMENT AND SUSPENSION

The Grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

20. TERRORIST FINANCING AND OTHER PROHIBITED TRANSACTIONS

The Grantee will not engage in transactions with, or provide resources or support to, individuals or organizations that are associated with terrorism, or that are subject to sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the United Nations, or the European Union, including (without limitation) organizations and individuals identified in the Specially Designated Nationals and Blocked Persons List and other sanctions lists administered by OFAC (https://sanctionssearch.ofac.treas.gov/), the United Nations Security Council Consolidated List (https://main.un.org/securitycouncil/en/content/un-sc-consolidated-list), or other lists promulgated by the US Government, the United Nations, or the European Union. It is the legal responsibility of the Grantee to ensure compliance with all laws and regulations pertaining to prohibited transactions. This provision must be included in all lower-tier grants issued under this Grant.

21. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS

FHI 360 reserves the right to terminate this Grant, to demand a refund or take measures if Grantee is found to have been convicted of a narcotic offence or engaged in drug trafficking activities.

22. PROSTITUTION AND SEX TRAFFICKING

None of the funds made available under this Grant may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical

prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

If this Grant is for the implementation of HIV/AIDS programs, and if the Grantee is a non-US organization, the Grantee agrees that it is opposed to the practices of prostitution and sex trafficking and hereby certifies that it does not and will not promote the legalization or decriminalization or practice of prostitution or sex trafficking.

23. PROHIBITION ON ABORTION-RELATED ACTIVITIES

No funds made available under this Grant will be used to finance, support or be attributed to the following activities:

a) Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;

b) Special fees or incentives to women to coerce or motivate them to have abortions;

c) Payments to persons to perform abortions or to solicit persons to undergo abortions;

d) Information, education, training, or communication programs that seek to promote abortion as a method of family planning; and

e) Lobbying for abortion.

No funds made available under this Grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extend or consequences of abortions is not precluded.

The Grantee must report any suspected non-compliance with the funding restrictions above immediately, either orally or in writing, by contacting the Office of Compliance and Internal Audit (OCIA) by **one** of the following means: (1) via email at Compliance@fhi360.org; (2) via OCIA's Ethics and Compliance phone messaging service: +1-833-745-8886; or (3) via OCIA's anonymous reporting website (http://www.fhi360.org/anonreportregistry).

24. NONDISCRIMINATION

The Grantee must comply with applicable U.S. federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, disability, and other protected characteristics. None of the funds provided under this Grant may be used for any program or activity that illegally discriminates on any of the foregoing bases. Noncompliance with these requirements may result in immediate termination of this Grant by FHI 360.

25. DELAYS

Whenever the Grantee knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Grant, the Grantee will, within five (5) days, notify the FHI 360 Grant Officer, in writing, providing all relevant information with respect to the delay.

26. NOTICES

All notices concerning business or administrative matters under this Grant will be in writing and will be directed to the FHI 360 Grant Officer named in the cover page.

All technical and program related notices and reports will be directed to the FHI 360 Technical/Program Monitor named in the cover page.

27. ENTIRE AGREEMENT

The parties acknowledge that they have read this Grant, understand it, and agree to be bound by its terms. The parties further agree that this Grant, together with all of the referenced and incorporated attachments, is the entire agreement between the parties and that it supersedes all prior agreements, written or oral, relating to the subject matter of this Grant.

If this Grant and any of its attachments are translated to a foreign language, the English version shall control.

28. LIABILITY

With regard to all aspects of this Grant, FHI 360 assumes no liability for any third party claims or damages arising out of this Grant.

29. VALIDITY AND WAIVER

The invalidity in whole or in part of any provision of this Grant will not affect the validity of other provisions. A waiver of a breach of any provision of this Grant will not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Grant. The failure of FHI 360 to enforce at any time or from time to time any provision of this Grant will not be construed as a waiver of the provision.