

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1 19	
2. CONTRACT (Proc. Inst. Ident.) NO. W911QY2020004		3. EFFECTIVE DATE 14 Aug 2020		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0011537870-0001			
5. ISSUED BY W6QK ACC-APG NATICK DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011		CODE W911QY	6. ADMINISTERED BY (If other than Item 5) OFFICE OF NAVAL RESEARCH ATLANTA REGIONAL OFFICE 100 ALABAMA ST SW SUITE 4R15 ATLANTA GA 30303-3104			CODE N66020	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) PLASMA TECHNOLOGIES, LLC 36 PRIOLEAU ST UNIT N CHARLESTON SC 29401-2159				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 8M2W1				FACILITY CODE		10. SUBMIT INVOICES 0 ITEM (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS- NDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800			CODE HQ0490	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT \$741,925.00							
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 16	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/ SPECS/ WORK STATEMENT		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	17	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	18	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	19	M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [] SEALED-BID AWARD (Contractor is not required to sign this document) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b) (6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b) (6)		20C. DATE SIGNED 14-Aug-2020	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

This agreement provides funding for the research effort described in the recipient, Plasma Technologies LLC's proposal entitled "Novel High Yield Anti-Covid-19 Immune Globulin Hyperimmune Manufacturing Process", dated 29 July 2020, received in response to MCS BAA 17-01, which is hereby incorporated in its entirety by reference to include revisions dated 4 August 2018.

This Agreement is issued pursuant to the authority of 10 U.S. C. 2358.

CFDA No. 12.360 – Research on Biological Defense

AWARD AMOUNT: \$741,925.00

FUNDED AMOUNT: \$741,925.00

ACCOUNTING AND APPROPRIATION DATA

AA: 0212020202120400000664643255 S.0074658.5.16 6100.9000021001

COST CODE: A5XAH

AMOUNT: \$741,925.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	GFEB001153787000001	\$750,000.00

1. This Agreement is issued pursuant to 10 U.S.C. § 2358 Research Projects. The Parties agree that the principal purpose of this Agreement is for Plasma Technologies, LLC, hereinafter referred to as the Recipient, to provide its best research efforts in the support and stimulation of advanced technology development and not the acquisition of property for the direct benefit or use of the Government.

2. This Agreement is to fund research in support of Joint Program Executive Office, Chemical Biological Radiological and Nuclear Defense, Medical (JPEO CBRND Medical), further managed by Joint Product Manager Chemical Defense Products (JPM CDP), located at Ft Detrick, MD. This effort shall be carried out as set forth in the recipient's proposal dated 29 July 2020 to include revisions dated 4 August 2020, which is hereby incorporated by reference.

3. Term: The term of this Agreement begins on the effective date of the agreement and ends after 4 months, subject to satisfactory progress as determined by the Agreements Officer Representative (AOR).

4. Administration: This agreement is administered by the Office of Naval Research identified in block 6 of the SF 26.

5. This award is governed by the guidance in 2 Code of Federal Regulations (CFR) part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200" (79 FR 76047, December 19, 2014), all of which are incorporated herein by reference. This Agreement is subject to the terms and conditions set forth in Exhibit A, entitled "Research Grant Terms and Conditions", dated June 2017. Any inconsistencies between these Terms and Conditions and new guidance as implemented in 2 CFR 200, the guidance provided in 2 CFR 200 shall take precedence.

6. Recipient's Principal Investigator: The Principal Investigator for this Agreement is (b) (6), and shall be the point of contact for this effort. The Recipient agrees to notify the Grants Officer prior to changing the Principal Investigator.

7. Agreement Funding: Government funds have been provided under this Agreement and must be allocated by the Recipient exclusively for the execution and operation of the effort. Funding for this Agreement shall be provided incrementally. At time of award, funding for this Agreement in the total amount of \$741,925.00 is provided at

informational CLIN 000101, ACRN AA. Accounting and Appropriation data are shown above. Current funding is anticipated to be sufficient thru the duration of the agreement.

8. Cost Sharing: There is no cost sharing under this Agreement.

9. Payments:

- A. Payments will be made to the Recipient on a reimbursement basis and shall be made by electronic funds transfer in accordance with System for Award Management Registration account information. The Recipient shall invoice no more than twice a month.
- B. The Recipient shall be reimbursed by electronically submitting payment request to the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://piee.eb mil/xhtml/unauth/home/login.xhtml>.

11. Data Rights

A. All rights and title to data and technical data, as defined in 48 CFR 27.401, generated under this agreement shall vest with the recipient.

B. The Recipient hereby grants to the U.S. Government a non-exclusive, non-transferrable, royalty-free, fully paid-up license to use, duplicate, or disclose for governmental purposes any data, technology, and inventions, regardless of patent, made or developed under this Agreement.

C. The Recipient reserves the right to protect by copyright works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for government purposes, any copyrighted materials developed under this agreement, and to authorize others to do so.

D. The Recipient is responsible for affixing appropriate markings indicating the rights of the Government on all data and technical data delivered under this Agreement. The Government shall be deemed to have unlimited rights in all data and technical data delivered without markings.

12. Involvement of Foreign Persons

a. In accordance with 8 USC 1324a, it is unlawful to hire an individual for employment in the US without verifying that individual's employment authorization. 8 CFR 274a.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY identifies the official documents that establish employment eligibility.

b. In accordance with the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 – 130, the following shall apply:

1. Information or services under the agreement not considered to be in the public domain, as defined in section 120.11 of the ITAR, may be subject to specific access and dissemination controls. If such information or services fall under sections 120.9 (for services) and 120.10 (for technical data), the Recipient may be required to apply for an export license with the Office of Defense Trade Controls, Bureau of Politico-Military Affairs, Department of State.

2. Per 120.17(a)(4), disclosing or transferring technical data to a foreign person (as defined in 120.16), whether in the U.S. or abroad, is an export. Per 120.17(a)(5), performing a defense service on behalf of, or for the benefit of, a foreign person (as defined in 120.16), whether in the U.S. or abroad, is an export.

3. Only U.S. persons (as defined in 120.15) and foreign governmental entities in the U.S. may be granted licenses. Foreign persons (as defined in 120.16), other than foreign governmental entities in the U.S., are not eligible.

13. Certifications:

By accepting funds under this Agreement, the recipient acknowledges and agrees to the requirements in the following:

- A. Title 2 CFR Part 1125, Nonprocurement Debarment and Suspension, regarding debarment and suspension requirements related to recipients procurements.
- B. 2 CFR Part 180 regarding debarment, suspension, and other responsibility matters.
- C. 32 CFR Part 23 regarding drug-free workplace requirements.
- D. 32 CFR Part 28 regarding lobbying.

14. Acceptance of Award

The recipient is not required to countersign this agreement document; however, the recipient agrees to the conditions specified in the Research Grant and Articles contained herein unless notice of disagreement is furnished to the Grants Officer within fifteen (15) calendar days after the date of the Grants Officer’s signature. In case of disagreement, the recipient shall not assess the agreement any costs of the research unless and until such disagreement(s) is resolved.

15. Federal Funding Accountability and Transparency Act (FFATA) – Reporting Subawards and Executive Compensation: By accepting funds under this agreement, the Recipient assures that it will comply with the Federal Funding Accountability and Transparency Act of 2006 and subsequent 2008 amendments (Public Law 109-282, as amended by Public Law 110-252).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	High Yield Anti-COVID-19 IGH Development COST Novel High Yield Anti-Covid-19 Immune Globulin Hyperimmune Manufacturing Process research in accordance with the recipients proposal, hereby incorporated by reference. FOB: Destination PSC CD: AN12		Job		\$741,925.00
				ESTIMATED COST	\$741,925.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding COST PURCHASE REQUEST NUMBER: 0011537870-0001				\$0.00
	ACRN AA			ESTIMATED COST	\$0.00
					\$741,925.00

CIN: GFEB001153787000001

EXHIBIT A

EXHIBIT A
RESEARCH AGREEMENT TERMS AND CONDITIONS

EDUCATIONAL INSTITUTIONS, NONPROFIT INSTITUTIONS,
AND FOR-PROFIT ORGANIZATIONS
US ARMY CONTRACTING COMMAND,
NATICK CONTRACTING DIVISION
FT DETRICK
(JUN 2017)

2 Code of Federal Regulations (CFR) Part 200: <http://www.ecfr.gov/>

DoDGARs Part 32: http://www.dtic mil/whs/directives/corres/pdf/l321061r_041398/part32.pdf

DoDGARs Part 34: http://www.dtic mil/whs/directives/corres/pdf/32106r_41398/part34.pdf

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/>

ARTICLES

1. Order of Precedence
2. Statutes and Regulations
3. Cost Principles and Audit
4. Access to Records
5. Research Responsibility
6. Modification of Agreement
7. Prior Approvals
8. Preaward Costs
9. Unexpended Balance
10. Payments
11. Overpayment and Earned Interest
12. Future Funding
13. Option to Renew
14. Agreement-Acquired Property
15. Publications and Acknowledgement of Sponsorship
16. Patents and Inventions
17. Rights in Technical Data, Computer Software, and Copyright
18. Subawards and Contracts/Subcontracts
19. Security
20. Officials Not to Benefit
21. Military Recruiting on Campus
22. Live Organisms
23. Research Involving Recombinant DNA Molecules
24. Environmental Standards
25. Nondiscrimination
26. Activities Abroad
27. Cargo Preference
28. Preference for U. S. Flag Air Carriers
29. Profit or Fee
30. Claims, Disputes, and Appeals
31. Controlled Unclassified Information
32. Debarment and Suspension
33. Drug Free Workplace
34. Reports and Report Distribution

1. Order of Precedence

This Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:

- (a) The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Agreement.
- (b) Department of Defense Grant and Assistance Regulations (DoDGARs) Part 32, Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, or Part 34, Administrative Requirements for Grants and Agreements with For-Profit Organizations, as appropriate.
- (c) These General Terms and Conditions.
- (d) Other terms and conditions contained within the Agreement and any attached schedules.

2. Statutes and Regulations

This Agreement is subject to the applicable laws and regulations of the United States that apply to assistance instruments. DoDGARs 32 and 34 are hereby incorporated into this Agreement by reference. The following OMB circulars, as appropriate, are incorporated into this Agreement:

- (a) 2 CFR Part 220 "Cost Principles for Educational Institutions" (formerly OMB Circular A-21).
- (b) A-110 "Uniform Administrative Requirements for Grants and Other Agreements with Institutions Higher Education, Hospitals and Other Non-Profit Organizations"
- (c) 2 CFR Part 230 "Cost Principles for Non-Profit Organizations" (formerly OMB Circular A-122)
- (d) OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations"

3. Cost Principles and Audit

Applicable to this Agreement, and incorporated herein by reference, are the requirements, standards, and provisions of the DoDGARs and the appropriate OMB Circulars and attachments thereto, as revised as of the effective date of this Agreement. For purposes of this paragraph, the term "appropriate" is determined by the organizational nature of the Awardee.

- (a) DoDGARs Part 32, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and the OMB Circulars below apply specifically to educational institutions or nonprofit organizations.

- (1) 2 CFR Part 220 "Cost Principles for Educational Institutions"
- (2) 2 CFR Part 230 "Cost Principles for Nonprofit Organizations"
- (3) OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"

(b) In accordance with DoDGARs Part 34, For-Profit Organizations, for-profit organizations will use their existing financial management system established for doing business in the commercial marketplace, to the extent that the systems comply with Generally Accepted Accounting Principles and the minimum standards contained in DODGARs 34.11, 34.16, and 34.17.

4. Access to Records

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report. The United States

Government shall have access to records in accordance with DoDGARs 32.53 and 34.42.

5. Research Responsibility

The Awardee has full responsibility for the conduct of the research activity supported by this Agreement, in accordance with the Awardee's proposal, and the terms and conditions specified in this Agreement.

Awardees are encouraged to suggest or propose to discontinue or modify unpromising lines of investigation or to explore interesting leads, which may appear during the development of the research. However, they must consult the Program Officer technical Representative through the Grants Officer before deviating from the objectives or overall program of the research originally proposed.

6. Modification of Agreement

The only method by which this Agreement can be modified is by a formal, written modification signed by Agreements Officer. No other communications, whether oral or in writing, shall modify this Agreement.

7. Prior Approvals

(a) In accordance with DoDGARs 32.25 for institutions of higher education, hospitals, and other non-profit organizations or DoDGARs 34.15 for for-profit organizations, as appropriate, prior approval of the following deviations from budget and program plans are required:

- (1) The Awardee must consult the Program Office technical representative through the Grants Officer before deviating from the research objectives defined in the agreement proposal or any Subaward, transfer or contracting out of substantive program performance under this award.

- (2) Support for the project may not continue without the active direction of the Principal Investigator approved for, and identified in this Agreement. If the approved Principal Investigator severs his or her connection with the Awardee or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Awardee must either:

- (i) Appoint a replacement Principal Investigator with the approval of the Grants Officer, or

- (ii) Relinquish the Agreement, in which case the Agreement shall be terminated in Accordance with the "Termination" provision in either DoDGARs 32.61, for institutions of higher education, hospitals, and other non-profit organizations or DoDGARs 34.51 for for-profit organizations, as appropriate.

of higher
34.51 for for-profit

(3) Extension of the expiration period of this Agreement - The Grants Officer has authority to approve “no funds extension requests” meeting all of the following parameters:

- (i) A one-time basis only; and
- (ii) for a period not to exceed 90 days; and
- (iii) where \$50,000.00 or less of obligated funds remain to be expended.
- (iv) In other cases, where a request is outside one or more of the parameters, a “no funds extension” can only be approved with the concurrence of the Grants Officer. For any “no funds extension” to be effective, a written agreement modification must be issued and signed by the Grants Officer or the Awarding Office.

(4) A need for additional Federal funding.

(b) In accordance with 2 CFR Part 220, Federal Agency approval is granted for the Awardee which is an educational institution to:

- (1) Include charges for faculty consulting on sponsored agreements that exceed a faculty member’s base salary rate, but only in unusual cases where:
 - (i) Consultation is across departmental lines or involves a separate or remote operation; and
 - (ii) The consulting work is in addition to the faculty member’s regular departmental load.
- (2) Include as direct charges capital expenditures for general purpose equipment or special purpose equipment, but only if the equipment is primarily used in the actual conduct of the research.
- (3) Include as direct charges capital expenditures for improvements to equipment that materially increases the equipment’s value or useful life, but only if the equipment is primarily used in the actual conduct of the research.
- (4) Include alterations and renovations under \$25,000 subject to the following conditions:
 - (i) The alteration or renovation must be essential to the project supported;
 - (ii) The facility to be altered or renovated must have a useful life consistent with research purposes and be architecturally and structurally suitable for conversion to the type of space required;
 - (iii) The space involved must actually be occupied by the project or program;
 - (iv) The space must be suitable for human occupancy before alteration or renovation work is started, except where the purpose of the alteration or renovation is to space suitable for some purpose other than human occupancy
 - (v) If the space is rented, evidence must be provided that the terms of the lease are compatible with the alteration and renovation proposed.

make the
(e.g., storage);

(c) In accordance with 2 CFR Part 230, Federal Agency approval is granted for the Awardee which is a non-profit organization, except those exempted under the Circular, to:

- (1) Include as direct charges capital expenditures for general purpose equipment or special purpose equipment, but only if the equipment is primarily used in the actual conduct of the research.

- (2) Include as direct charges capital expenditures for improvements to equipment that materially increases the equipment's value or useful life, but only if the equipment is primarily used in the actual conduct of the research.
- (3) Include participant support costs such as stipends, subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees.
- (4) Include costs of alterations and renovations under \$25,000 subject to the following conditions:
 - (i) The alteration or renovation must be essential to the project supported;
 - (ii) The facility to be altered or renovated must have a useful life consistent with research purposes and be architecturally and structurally suitable for conversion to the type of space required;
 - (iii) The space involved must actually be occupied by the project or program;
 - (iv) The space must be suitable for human occupancy before alteration or renovation work is started, except where the purpose of the alteration or renovation is to make the space suitable for some purpose other than human occupancy (e.g., storage);
 - (v) If the space is rented, evidence must be provided that the terms of the lease are compatible with the alteration and renovation proposed.
- (d) In accordance with DoDGARs 34.15, Awardees that are for-profit organizations must consult the Program Officer/Technical Representative through the Grants Officer at the Administrative Office and obtain a written approval from the Grants Officer prior to including any additional costs that require prior approval in accordance with the cost principles for Federal funds and recipients' cost share or match in DoDGARs 34.13 and 34.17.

8. Preaward Costs

- (a) Awardees may incur preaward costs for up to ninety (90) days prior to the effective date of the Agreement.
- (b) Preaward costs as incurred by the Awardee must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles.
- (c) Any preaward costs are incurred at the Awardee's risk. The incurring of pre award costs by the Awardee does not impose any obligation on the Government (I) in the absence of appropriations, (2) if an award is not subsequently made, or (3) if an award is made for a lesser amount than the Awardee expected.

9. Unexpended Balance

In the absence of any specific notice to the contrary, Awardees are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

10. Payments (See page 2 "Payments")

(a) Reimbursement Payment Method: The Recipient shall be reimbursed by electronically submitting payment request(s) to the Wide Area Work Flow -Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available at <https://wawf.eb.mil>. WAWF Training is available on the Internet at <https://wawftraining.eb.mil/wbt>.

(b) Advance Payment Method. Upon acceptance of the terms and conditions of this Agreement and submission of a Standard Form (SF) 270, "Request for Advance or Reimbursement," by the Awardee to the Grant Officer, the Awardee shall be entitled to an initial advance payment covering work to be performed during the first three months of the Agreement (and any preaward costs as applicable). Subsequent quarterly payments will be initiated upon receipt of the Awardee's SF 270 by the Grant Officer who will

certify and transmit for payment to DFAS. Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the Awardee's actual, immediate cash requirements in carrying out the purpose of the Agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the Awardee's actual disbursements for direct program costs and the proportionate share of any allowable indirect costs. The Awardee shall maintain funds advanced under this agreement in interest bearing accounts. Use of women-owned and minority-owned banks is encouraged.

11. Overpayment and Earned Interest

(a) Within ninety (90) days after the end date of the Agreement, any overpayment of funds shall be remitted to the Grants Officer at the Administrative Office, by check made payable to the Treasury of United States. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the Awardee.

(b) Earned Interest.

(1) Awardees who meet the conditions in DoDGARS Part 32, Institutions of Higher Education, Hospitals, and other Non-profit Organizations shall comply with DoDGARS Part 32.22.

(2) Awardees who meet the conditions in DoDGARS Part 33 State and Local Governments shall comply with DoDGARS Part 33.21.

(3) Awardees who meet the conditions in DoDGARS Part 34, For Profit Organizations, shall comply with DoDGARS Part 34.12.

12. Future Funding

The Government's legal obligation is limited to the amount shown as "Funded Amount".

13. Option to Renew

If an option is indicated, the Government may require the continuation of the research. The option may be exercised by a modification to the Agreement.

14. Awardee-Acquired Property

(a) If the Awardee is an institution of higher education, hospitals, and other non-profit organizations, title to all nonexpendable tangible personal property purchased by the Awardee with grant funds shall be deemed to have vested in the Awardee upon purchase, unless stated otherwise in this Agreement, without further obligation to the Government.

(b) If the Awardee is a for-profit organization, title to all nonexpendable tangible personal property purchased under the Agreement shall conditionally vest in the Awardee, unless stated otherwise in the Agreement. The Awardee shall report and dispose of such property as required by DoDGARS 34.20-34.23.

15. Publications and Acknowledgment of Sponsorship

(a) Publication of results of the research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper planned for publication shall be submitted to the Grants Officer for approval at least 30 days prior to its submission for publication.

(b) The Awardee agrees that when releasing information relating to this Agreement, the release shall include a

statement to the effect that the project or effort undertaken was or is sponsored by the Department of the Army, U.S. Army Contracting Command, Aberdeen Proving Ground, Natick Contracting Division, Ft Detrick MD.

(c) Disclaimer: The Awardee is responsible for assuring that every publication of material (including

World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the position or the policy of the Government and no official endorsement should be inferred.

(d) For the purpose of this clause, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings and symposia.

(e) Nothing in the foregoing shall affect compliance with the requirements of the article entitled "Security".

(f) If the research involves the use of laboratory animals, the recipient must include the following statement in any publication resulting from the research: "Research was conducted in compliance with the Animal Welfare Act Regulations and other Federal statutes relating to animals and experiments involving animals and adheres to the principles set forth in the Guide for Care and Use of Laboratory Animals, National Research Council, 1996."

16. Patents Rights

("Report of Inventions and Subcontracts" (DD 882) is to be submitted to the Associate Counsel/Senior Patent Attorney. That individual will represent the Grant Officer with regard to invention reporting matters arising under this Agreement. Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."

17. Rights in Data and Copyrights (Intangible Property):

(a) Data. Rights are as specified in DoDGARS 32.36(c) AND 34.25, which is incorporated herein by reference. Data is defined as recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions under Article 16 above.

(b) Copyrights. Rights are as specified in DoDGARS 32.36(a) which is incorporated herein by reference.

18. Subawards and Contracts/Subcontracts

The applicable Federal cost principles for subawards and contracts/subcontracts under this Agreement shall be those applicable to the type of organization receiving the subaward, contract or subcontract. The applicable cost principles are:

(a) 2 CFR Part 220 (OMB Circular A-21) applicable to educational institutions.

(b) 2 CFR Part 230 (OMB Circular A-122) applicable to other nonprofit organizations, except those specifically exempted by the circular.

(c) Subpart 31.2 of the Federal Acquisition Regulation (48 CFR Subpart 31.2) applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122.

(d) 2 CFR Part 225 (OMB Circular A-87) for state and local governments.

(e) 45 CFR Part 74, Appendix E, for hospitals.

19. Security

The Awardee shall not be granted access to classified information under this Agreement. If security restrictions should happen to apply to certain aspects of the proposed research, the Awardee will be so informed. In the event that the scientific work under this Agreement may either need classification or involve access to or storage of any classified data, the Government shall make a decision on the need to classify, or require such access or storage within 30 days after receipt of a written notice from the Awardee. If the decision is affirmative, the Government may invoke the Termination clause in DoDGARs 32.61 or 34.51, as appropriate.

20. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

21. Military Recruiting on Campus

Military Recruiting on Campus (DoDGARs 22.520) applies to domestic U. S. colleges and universities. In such cases, the Military Recruiting regulations are incorporated herein by reference.

22. Live Organisms

By accepting funds under this Grant, the recipient assures that it will comply with applicable provisions of the following national policies concerning live organisms:

(a) For human subjects, the Common Federal Policy for the Protection of Human Subjects codified by the Department of Health and Human Services at 45 CFR Part 46 and implemented by the Department of Defense at 32 CFR Part 219.

(b) For animals:

(1) Rules on animal acquisition, transport, care, handling, and use in (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2159, as amended); and (ii) the "Guide for the Care and Use of Laboratory Animals," National Institutes of Health Publication No. 86- 23.

(2) Prohibitions on the purchase or use of dogs and cats for certain medical training purposes, in Section 8019 (10 U.S.C. 2241 note) of the Department of Defense Appropriations Act, 1991 (Pub. Law !O1-511).

(3) Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking possession, transport, purchase, sale, export or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

23. Research Involving Recombinant DNA Molecules

Any recipient performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules", of July 5, 1994 (59 FR 34496), amended August 5, 1994 (59 FR 40170), amended April 27, 1995 (60 FR 20726), and such later revision of those guidelines as may be published in the Federal Register.

24. Environmental Standards

By accepting funds under this Grant, the recipient assures that it will:

(a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will:

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than \$100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.
- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

(b) Identify to the awarding agency any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEP A, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
- (3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

25. Nondiscrimination

By accepting funds under this Agreement, the recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

- (a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- (b) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).
- (c) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- (d) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

26. Activities Abroad

The Awardee shall assure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained

prior to undertaking proposed activities. The awarding agency does not assume responsibility for Awardee compliance with the laws and regulations of the country in which the activities are to be conducted.

27. Cargo Preference

The recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

28. Preference for U. S. Flag Air Carriers

Travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

29. Profit or Fee

In accordance with DODGARs 22.205(b) and DoD policy, no fee or profit may be charged to this agreement.

30. Claims, Disputes, and Appeals

(a) Recipient Claims - Recipients shall submit claims arising out of this Agreement to the Grants Officer. Claims shall specify the nature and basis for the relief requested and shall include all data and relevant facts in support of the claim.

(b) DOD Component Claims - Claims by a DOD Component shall be the subject of a written decision by the Grants Officer.

(c) Alternative Dispute Resolution (ADR) - the Parties shall endeavor to agree upon an ADR technique (such as discussions, mediation, or mini-trial) appropriate to resolve any dispute, and they shall use ADR to the maximum extent practicable.

(d) Grants Officer decisions.

(1) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:

(i) Prepare a written decision, which shall include the basis for the decision, the relevant facts on which the decision is based, and the identity and address of the cognizant Appeal Authority; or

(ii) Notify the Recipient of a date when the decision will be rendered. The notice shall address why additional time is needed and what, if any, additional information is required from the Recipient to adjudicate the claim.

(2) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.

(e) Formal Administrative Appeals.

(1) Appeal Authority. The Grants Officer of the Natick Contracting Division, is the Appeal Authority to decide formal, administrative appeals under this Agreement. If the Grants Officer is unable to serve in this capacity, the Chief of Natick Contracting Division shall so serve.

(2) A Recipient may appeal a Grants Officer's decision within 90 calendar days of receiving the decision by filing a written notice of appeal with the Appeal Authority and the Grants Officer.

(3) If the Parties elect to use ADR following the Grant Officer's decision, the remaining portion of the 90-day period for filing notice of appeal shall be tolled during the period remaining from the date the Parties agree in writing to utilize ADR to the date either (1) an ADR decision is issued or (2) one party notifies the other in writing that it is abandoning the ADR process.

(4) Appeal File. Within 30 calendar days after receipt of the notice of appeal, the Grants Officer, shall forward to the Appeal Authority and the Recipient the appeal file, which shall include copies of all documents relevant to the appeal. The Recipient may supplement the file with additional documents it deems relevant. Either Party may supplement the file with a memorandum in support of its position, or the Appeal Authority may request additional information from the Parties.

(5) Decision. The appeal shall be decided solely on the basis of the written record, unless the Appeal Authority decides to conduct fact-finding or an oral hearing on the appeal. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate. The decision of the Appeal Authority shall be final.

(6) Representation. A Recipient may be represented by counselor any other designated representative in any claim, appeal, or ADR proceeding brought pursuant to this section, as long as the representative is not otherwise prohibited by law or regulation from appearing before the U.S. Army Natick Soldiers Systems Center.

(f) Non-exclusivity of remedies. Nothing in this section including the statement contained in paragraph (e)(5) above is intended to limit a Recipient's right to any remedy under the law.

31. Controlled Unclassified Information

The parties understand that information and materials provided pursuant to or resulting from this Agreement may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Awardee is responsible for compliance with all applicable laws and regulations. Nothing in this Agreement shall be construed to permit any disclosure in violation of those restrictions.

32. Debarment and Suspension

Recipients shall comply with all the requirements of DoD GARS Part 25, Subpart C, "Government-Wide Suspension and Debarment (Nonprocurement)", 32 CFR Part 25, Subpart C. The recipient shall include a similar term or condition in lower-tier covered transactions as required by DoDGARS Part 25, Subpart B, 32 CFR Part 25 (2004).

33. Drug Free Workplace

By accepting funds under this Agreement, the recipient agrees to comply with the "Government -Wide Drug Free Workplace (Grants)" requirements specified by DoD GARS Part 26, Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR Part 26 (2004), which implements sec.5151-5160 of Drug-Free Workplace Act of 1988 (41 U.S.C. 701,et seq.).

34. Reports and Reports Distribution: Reports shall be furnished as specified below:

(a) The Awardee shall submit Technical Reports as identified below.

(b) The Awardee shall include a completed "Report Documentation Page" (SF298) as the last page of each periodic and final technical report addressing performance results achieved under this Agreement. The form and instruction is available at http://www.dtic.mil/dtic/submit/tutorials_and_other_guidance.html

Block 12a of the SF 298 should be completed with the following distribution/availability statement: APPROVED FOR PUBLIC RELEASE. If the Awardee does not agree with that distribution/availability, the Awardee should contact the Grant Officer at the Administrative Office identified in the Agreement document.

(c) Report Types

(1) Monthly Report - The Awardee shall submit a monthly report no later than 15 days preceding the previous month. The report shall contain progress made during the previous month, with sufficient detail to understand the extent of progress.

(2) Final Technical Report – This report, due 30 days after expiration or termination of the Agreement, shall document the results of the complete effort, and shall be submitted to:

- The Grants Officer via email at (b) (6) and

- The Program Office via email (b) (6)

- The Defense Technical Information Center at dtic.belvoir.ecm.mbx.tr@mail.mil (instructions available at http://www.dtic.mil/dtic/submit/how_to_submit.html)

(3) Federal Financial Report shall be submitted on a quarterly basis using a Standard Form 425, available at <https://www.gsa.gov/portal/forms/download/149786>. The report shall be on a cash or accrual basis, depending on how the Awardee's accounting records are normally kept.

(4) Final Financial Status Report shall be submitted within 30 days following the completion of the Agreement. The report shall be submitted on a Standard Form 425, available at <https://www.gsa.gov/portal/forms/download/149786>. The report shall be on a cash or accrual basis, depending on how the Awardee's accounting records are normally kept.

(7) Financial reports shall be submitted electronically to the Grants Officer, in accordance with the following schedule:

Period Covered, Due Date

Jan – Mar, due 15 Apr

Apr – Jun, due 15 Jul

Jul – Sep, due 15 Oct

Oct - Dec, due 15 Jan

(d) The Federal awarding agency may make site visits as warranted by program needs.

(e) The Federal awarding agency may waive any performance report required by this part if not needed.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
000101	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 0212020202120400000664643255 S.0074658.5.16 6100.9000021001
COST CODE: A5XAH
AMOUNT: \$741,925.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	GFEB001153787000001	\$741,925.00