

United States Senate

May 17, 2024

The Honorable Robert P. Storch
Inspector General
U.S. Department of Defense Office of Inspector General
4800 Mark Center Drive
Alexandria, VA 22350-1500

Dear Inspector General Storch,

I commend you for launching your investigation to trace the U.S. Department of Defense (DoD) financial support diverted to China's research labs, as required by Section 252 of the 2024 National Defense Authorization Act.¹ I write to alert you to research records and laboratory samples uncovered during my COVID-19 pandemic origins investigation that are in DoD's custody and meet the prescribed criteria for your work. Because of this, I request you expand your efforts under Section 252 to such records and samples.

The records reveal that DoD purchased thousands of biospecimens from the University of California at Davis (UC Davis) which were collected in China and other countries by EcoHealth Alliance (EcoHealth), Metabiota, and UC Davis as part of the U.S. Agency for International Development (USAID) PREDICT pandemic preparedness research project. DoD's purchase of these biospecimens equates to indirect financial support of the pathogen collection and research in China. Importantly, records in DoD's possession may contain forensic clues and data that should be evaluated for relevance to the pandemic outbreak, if that analysis has not yet been completed.

PREDICT was a USAID epidemiological research program in which UC Davis led EcoHealth and Metabiota to identify and better characterize "pathogens of known epidemic and unknown pandemic potential" in China and other countries using "field sampling, laboratory techniques, and behavioral risk characterization."² Blood, urine, saliva and organ and other tissue samples are examples of PREDICT biospecimens collected in China during the years and months immediately preceding the COVID-19 pandemic outbreak.

Specifically, UC Davis agreed to "coordinate and direct shipments of up to 2,000 clinical biospecimens collected by the PREDICT Program in Africa and Asia with supporting metadata in sufficient volume for *in vitro* screening against biodefense pathogens" to U.S. Army Medical Research Institute of Infectious Diseases (USAMRIID).³ USAMRIID agreed to purchase the samples to evaluate against a wide array of diseases known to be fatal to humans, including Ebola, Marburg, Lassa, Rift Valley fever, Crimean-Congo hemorrhagic fever, hantavirus, pan-alphavirus, and pan-flavivirus.⁴ USAMRIID's purchase of PREDICT biospecimens from UC Davis may qualify as

¹ P.L. 118-31, Sec. 252 (Dec. 22, 2023) available at <https://www.congress.gov/118/plaws/publ31/PLAW-118publ31.pdf>.

² <https://usrtk.org/wp-content/uploads/2023/05/Predict-Award.pdf>, Pg 10.

³ See attached CRADA Cover Sheet, Appendix 1, Page 10.

⁴ See attached CRADA Cover Sheet, Appendix 1, Page 10.

indirect DoD financial support of the China pathogen collection and research that meets criteria for your probe.

PREDICT grant records obtained from USAID reveal that EcoHealth, Metabiota, and UC Davis budgeted millions of U.S. taxpayer dollars to support PREDICT work in China to commission scientists, research laboratories, supplies, and travel related to the risky pandemic pathogen collection and research. Commissioned China entities included the Wuhan Institute of Virology, Guangdong Institute of Public Health, East China Normal University, Wuhan University, Chinese Academies of Science Institute of Microbiology, and the Yunnan Institute of Endemic Diseases Control and Prevention.

Attached you will find an endorsed “CRADA - Cooperative Research & Development Agreement,” in which USAMRIID agreed to secretly purchase thousands of biospecimens from UC Davis from December 4, 2018, to December 4, 2019. The CRADA and other USAID-produced records indicate that USAMRIID and UC Davis executed this confidential agreement each year from October 2014 through March 2020.

Detailed, unredacted research records, pathogen and biospecimen data should be available to the DoD Inspector General's office from UC Davis, USAMRIID, EcoHealth, and Metabiota. Additionally, the USAID Office of Inspector General (OIG) and the U.S. Department of Health and Human Services OIG (HHS OIG) may be able to provide relevant records and assistance.

The biospecimen data in USAMRIID's custody may contain important forensic clues to the COVID-19 pandemic outbreak that should be evaluated if that analysis has not yet been completed. For example, evidence of SARS-like infection was collected in China well before Chinese officials notified the World Health Organization on December 31, 2019, about human infections from an unknown, novel pathogen.⁵

In light of the aforementioned records, I respectfully request that your probe searches for undisclosed, unpublished pathogen and biospecimen collections from research in China that are in DoD's custody. I also request that all DoD direct or indirect expenditures that supported gain of function research in China are encompassed in your work, to include all contracts arranged for payment through other confidential agreements or CRADAs.

The federal government has not been forthcoming in revealing information related to the COVID-19 pandemic and the dangerous pathogen research it offshored to China. I hope that your efforts to unmask all DoD funding of gain of function research, can remedy those errors. Please see the attached CRADA referenced above. I look forward to following your work.

Sincerely,



Roger Marshall, M.D.
United States Senator

⁵ <https://www.pbs.org/newshour/world/china-health-officials-lash-out-at-who-chief-defend-search-for-origin-of-covid-19>.

CRADA COVER SHEET

Action: New Agreement
Agreement Type: CRADA - Cooperative Research & Development Agreement

[NOTE: This Cover Sheet is for internal management purposes only. It is not part of the Agreement & neither party is bound to anything contained in it]

Title: Diagnostic Support for PREDICT

Effective Date:	12/4/2018	Expiration Date:	12/4/2019
MRMC Control No:	W81XWH-19-0063	DA Control No:	
RAD:	4 - Chem/Bio Defense (CBRN)	USAMRIID Project Number	119144742
Concurrence obtained from appropriate RAD/USAMMDA/CBMS-JPMO program managers:			YES
Concurrence obtained from US Trade Rep (if "YES" then concurrence must be attached):			N/A
Keywords:	PREDICT Human samples In vitro screening		
Laboratory:	USAMRIID - US Army Medical Research Institute of Infectious Diseases		
	Office Symbol:	MCMR-UIZ-D	DTIC Source Code: 405039
	1425 Porter Street		
	Fort Detrick	MD	21702-5011
	Phone:	301-619-9835	FAX: N/A
Lab's Technical POC:	Dr. Randal J. Schoepp, Ph.D.		
	Office Symbol:	MRMC-UID	Div/Dept: Diagnostic Systems
	Phone:	(301) 619-4159	FAX:
	Email Address:	randal.j.schoepp.civ@mail.mil	
Lab's Legal Counsel:	Commander, US Army Medical Research and Materiel Command ATTN: MCMR-JA (Technology Transfer Legal Staff) 504 Scott Street, Fort Detrick, MD 21702-5012 Phone: 301-619-2065; FAX: 301-619-5034		
	Legal Reviewer:	N/A - no deviation from template	

Reviewed by Cindy K. Fuchs

Partner's Technical POC:	Dr. Christine Kreuder Johnson, VMD, PhD (Paula Noble Contracts & Grants Officer Negotiation Team - Phone (530) 754-8115)		
	University of California, Davis		
	School of Veterinary Medicine, VM3B 1089 Veterinary Medicine Drive		
	Davis	CA	95616
	Entity Status:	Educational	DTIC Source Code: 408376
	Phone:	(530) 752-1238	FAX:
	Email Address:	ckjohnson@UCDAVIS.EDU ; subawards@ucdavis.edu ; pnoble@ucdavis.edu	
	DoD Status:	Traditional (Collaboration with DoD in the past 3 years)	

Summary:

Purpose: For collaborative research on the in vitro screening of de-identified human sera and/or plasma samples ("Clinical Biospecimens") collected under Cooperator's Institutional Review Board (IRB)-approved protocol entitled "PREDICT, Surveillance for Emerging Zoonotic Disease Threats and Behavioral Risk Characterization in High-risk Communities in Asia and Africa" against biodefense pathogens (the "Research Project") to support PREDICT. PREDICT is a collaborative disease surveillance and capacity strengthening program funded through the United States Agency for International Development ("USAID") Emerging Pandemic Threats program. USAMRIID will receive up to 2000 de-identified human samples collected by PREDICT Program in Africa and Asia with supporting meta data in sufficient volume for in vitro screening against biodefense pathogens. Budget: \$114,185.35 (OHU&E Determination Memo FY18-27 dated 28 August 2018)

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

Introduction

This Cooperative Research and Development Agreement ("CRADA" or "Agreement") is entered into under the authority of the Federal Technology Transfer Act (FTTA) of 1986, 15 U.S.C. §3710A, *et seq.* The parties to this Agreement (individually a "Party" and collectively the "Parties") are The Regents of the University of California on behalf of its Davis campus located at Office of Research, Sponsored Programs, 1850 Research Park Drive, Davis, CA 95618 ("Cooperator"), and the United States Army Medical Research Institute of Infectious Diseases ("USAMRIID"), an agency of the U.S. Government, located at 1425 Porter Street, Fort Detrick, Maryland 21702-5011.

Background

USAMRIID encourages its scientists to partner with universities, non-profits and industry on research projects and programs that facilitate the exchange of research resources to advance biomedical technologies and achieve the Institute's mission. USAMRIID employs scientific/technical subject matter experts on a variety of infectious diseases and its facilities include Biosafety Level-2, -3 and -4 laboratories. Cooperator conducts and manages research and development projects, including clinical research studies, which are of interest to the U.S. military.

Under this Agreement the Parties will share research material(s), scientific/technical expertise and other resources for collaborative research on the *in vitro* screening of de-identified human sera and/or plasma samples ("Clinical Biospecimens") collected under Cooperator's Institutional Review Board (IRB)-approved protocol entitled "PREDICT, Surveillance for Emerging Zoonotic Disease Threats and Behavioral Risk Characterization in High-risk Communities in Asia and Africa" against biodefense pathogens (the "Research Project") to support PREDICT. PREDICT is a collaborative disease surveillance and capacity strengthening program funded through the United States Agency for International Development ("USAID") Emerging Pandemic Threats program. The Research Project is described further in Appendix A. Cooperator will provide to USAMRIID the following: Clinical Biospecimens and the corresponding meta-data obtained under Cooperator's protocol. USAMRIID will provide to Cooperator the following: data resulting from conducting the Research Project. In addition, USAMRIID will utilize its specialized laboratory and other facilities, certain equipment and research reagents/supplies, and other resources for the Research Project.

This Research Project is supported by federal funding awarded by USAID to Cooperator through a separate funding agreement. As this Agreement is a cooperative research and development agreement (CRADA) under the FTTA and USAMRIID is an agency of the U.S. Government, terms that might otherwise be required by the separate funding agreement to be incorporated into sub-awards to non-federal organizations are not required to be, and, therefore, are not incorporated into this Agreement.

The Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to govern the sharing of expertise, and the sharing and use of other research resources by the Parties for the Research Project described in Appendix A; there is no obligation for further collaboration. If the Parties

decide to collaborate on additional research beyond the scope of Appendix A, then a mutually acceptable written amendment to this Agreement, which describes the additional research, will be required. Each Party will endeavor to achieve the objectives of the Research Project. However, the Parties understand and acknowledge that, due to the nature of the research process, the objectives of the Research Project may not be achieved and thus will not be interpreted as any type of warranty or deliverable. Cooperator acknowledges and agrees that USAMRIID, due to its status as a national laboratory with a mission of responding to national defense emergencies or other national priorities, will endeavor to conduct the Research Project in a timely manner but may experience a change in research priorities due to its mission. In the event of such a change in priorities that will significantly delay the Research Project, USAMRIID will notify Cooperator.

2. **Principal Investigators (PI).** The Principal Investigators are responsible for the day-to-day scientific and technical conduct of their respective portions of the Research Project, any changes in the scope or direction of the research, and the analysis, interpretation and publication/presentation of the research results.

The PI for Cooperator is:

Christine Kreuder Johnson, VMD, PhD
School of Veterinary Medicine
University of California, Davis
VM3B 1089 Veterinary Medicine Drive
Davis, CA 95616
Phone: (530) 752-1238
Email: ckjohnson@UCDAVIS.EDU

The PI at USAMRIID is:

Randal J. Schoepp, PhD
Diagnostic Systems
USAMRIID
1425 Porter Street
Fort Detrick, MD 21702-5011
Phone: (301) 619-4159
Email: randal.j.schoepp.civ@mail.mil

3. **Research Project.** The Research Project is described in Appendix A. If at any time the PIs determine that the research data dictates a substantial change in the scope, direction or timeline of the research, the Parties agree to update Appendix A to reflect the change(s) through a written amendment to this Agreement. For purposes of this Agreement, a "substantial change" includes but is not limited to a substantial change in resources (e.g., additional biospecimens to be evaluated, etc.) and a substantial change in timing (e.g., a schedule delay, etc.).

4. **Use/Non-use and Disposition of Provided Tangible Research Resources**

Clinical Biospecimens. USAMRIID agrees that the Clinical Biospecimens will be used only for the Research Project and for no other purpose. CLINICAL BIOSPECIMENS WILL NOT BE ADMINISTERED TO OR OTHERWISE USED IN HUMANS. USAMRIID agrees not to transfer Clinical Biospecimens to any other party without advance written approval from an authorized representative of Cooperator. Notwithstanding any other provision of this Agreement, Cooperator agrees that Clinical Biospecimens it provides to USAMRIID under this Agreement may be used by U.S. Government employee scientists and USAMRIID's on-site scientific/technical contract personnel solely for the Research Project. When the Research Project is complete or upon expiration or early termination of this Agreement, whichever occurs sooner, any remaining Clinical Biospecimens from Cooperator will be handled as directed in writing by Cooperator.

Equipment. Cooperator will not provide any equipment to USAMRIID under this Agreement.

5. **Intellectual Property (IP).** Ownership of any invention patentable under U.S. patent law which is conceived or first actually reduced to practice under this Agreement (“CRADA Invention”) will follow inventorship in accordance with U.S. patent law and will be subject to all applicable federal laws and regulations.

6. **Confidential Information**

General. Each Party agrees to maintain in confidence for a period of three (3) years following the expiration or early termination of this Agreement, any proprietary business or unpublished scientific/technical information which the other Party has provided and marked or otherwise identified as confidential (“Confidential Information”). Neither Party may disclose the other Party's Confidential Information to others without the specific written permission, in advance, of the other Party, unless required to disclose by law, regulation or court order. However, each Party may disclose the other Party's Confidential Information received hereunder to its employees, contractors and consultants who have a need to know the Confidential Information only for purposes of the Research Project, and are bound by obligations of nondisclosure and nonuse similar to those herein. In any event, the Parties agree to promptly communicate to each other any third party request for the other Party's Confidential Information.

Exceptions. Neither Party incurs an obligation of confidentiality with respect to information which:

- a. is known to the receiving Party before its receipt, and not already under any obligation of confidentiality to the disclosing Party;
- b. is or becomes publicly known without any breach of this Agreement or of any other obligation to keep it confidential;
- c. is obtained by the receiving Party from a third party under circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party;
- d. is independently developed by the receiving Party;
- e. is approved for release in writing by an authorized representative of the disclosing Party;
or
- f. is required to be disclosed by law, regulation or court order.

Each Party may retain one (1) copy of the other Party's Confidential Information in a secure location for archival purposes following the expiration or early termination of this Agreement.

7. **CRADA Technical Data.** All research data and other recorded information, regardless of the form or method of recording, first produced in the conduct of the Research Project, (“CRADA Technical Data”; hereinafter referred to as “Data” in this Agreement) is owned jointly by the Parties. The Parties understand and agree that the Data is being obtained through exploratory *in vitro* experiments. Accordingly, each Party agrees that the Data will not be generated in conformance with any specific regulatory requirement. The Data may be used for the following purposes:
- a. the Research Project;
 - b. mandatory reporting in accordance with Paragraph 9 below;
 - c. research publications and/or presentations in accordance with Paragraph 10 below;

- d. joint grant applications and research proposals submitted by the Parties to funding sponsors;
- e. disclosures required by law, regulation or court order subject to Paragraph 6 above; and/or
- f. non-commercial research and academic purposes;
- g. any Governmental purpose;

provided however, that the Data is used and disclosed in a manner that does not jeopardize the patent or publication rights of either Party.

8. **Regulatory Matters.** Each Party will coordinate with the other Party regarding the review and analysis of any Data that will be shared and/or discussed with any regulatory agency, and will inform the regulatory agency in writing that the intent of the Research Project was exploratory research purposes only and thus the Data was not generated in conformance with any specific regulatory requirement. Cooperator understands and acknowledges that USAMRIID personnel may participate in any meetings or discussions with any regulatory agency to address scientific or technical issues raised by the regulatory agency in connection with the portion of the Data generated at USAMRIID or the portion of the Research Project conducted at USAMRIID. *However, as a U.S. Government agency, USAMRIID is prohibited from representing or advocating on behalf of other organizations or their product(s) to any regulatory agency.* For purposes of clarity, the foregoing meetings do not include audits or site visits by any regulatory agency to the facilities of other organizations.
9. **Reporting.** The Parties agree that all Data and CRADA Inventions (if any) will be reported in a timely manner. USAMRIID understands and acknowledges that Cooperator, as a funding awardee, may be required to report the Data and CRADA Inventions (if any) to the funding organization (USAID). Cooperator understands and acknowledges that USAMRIID is required to report the results of its research activities, including the Data and CRADA Inventions (if any), to other components within the U.S. Department of Defense. Accordingly, the Parties agree to cooperate in a timely manner on writing any reports due in connection with this Agreement. In addition, Cooperator understands that the existence of this Agreement and the subject matter of and total funding amount for the Research Project may be documented on limited access, password-protected websites of USAMRIID's parent organization, the U.S. Army Medical Research and Materiel Command, to inform the Command's leadership of the research efforts of its subordinate laboratories. Subject to any mandatory reporting requirements as described above, the Parties agree to keep the Data and any CRADA Inventions (if any) confidential until publications and/or presentations concerning the Research Project are made in accordance with Paragraph 8.

10. Research Publications

General. It is understood that the Research Project may result in new scientific knowledge that may be suitable for publication in peer-reviewed scientific journals and/or presented at scientific meetings, so publication and/or presentation of the research results is of prime interest to the Parties. It is anticipated that the research results will be published jointly by the Parties or, if the Parties decide not to publish jointly, presented independently by either Party. In all such oral or written publications by either USAMRIID or Cooperator, or jointly, concerning the Research Project ("Research Publication") each Party's contribution will be expressly noted, by either acknowledgment or co-authorship, as appropriate, with

authorship being determined in accordance with the policies and customs for authorship of scientific publications.

Dual Use Research of Concern (DURC). As applicable, all scientific/technical publications and presentations of research results resulting from research conducted at USAMRIID must adhere to Dual Use Research of Concern (DURC) publication policies (www.phe.gov)

Publication Review. For the purpose of restricting any disclosure of the other Party's Confidential Information, the publishing Party (or lead publishing Party in the case of joint Research Publications) will provide its proposed Research Publication for review and comment by the other Party ("Reviewing Party") thirty (30) days prior to submission for publication. The Reviewing Party will provide its comments or suggested revisions to the proposed Research Publication to the publishing Party within thirty (30) calendar days of receipt of the proposed Research Publication. It is agreed that if the Reviewing Party does not respond by the end of the thirty (30) calendar day review period, the publishing Party may proceed with its proposed Research Publication.. The publishing Party further agrees to delete from its proposed Research Publications any of the Reviewing Party's Confidential Information unless the Reviewing Party agrees in writing to the inclusion of its Confidential Information in those Research Publications.

11. **Press Releases.** The Parties agree to coordinate press releases or other public releases of information related to this Agreement prior to release, except that as necessary to comply with applicable laws, rules, and regulations, or any inquiry of any governmental entity, either Party may release the name of the other Party and a non-confidential general description of the Research Project without prior approval. Unless agreed otherwise, each Party agrees to provide any proposed press release related to this Agreement to the other Party for review and comment at least five (5) business days prior to release.
12. **No Endorsements.** Cooperator agrees to make no claim or inference regarding this Agreement, which implies endorsement or recommendation by the U.S. Government. USAMRIID agrees to make no claim or inference regarding this Agreement, which implies endorsement or recommendation by Cooperator.
13. **No Warranties.** Neither Party provides any warranty, express or implied, regarding any matter whatsoever, including without limitation the research conducted under this Agreement or any CRADA Invention.
14. **Liability; No Indemnification.** Each Party is responsible for any damages it incurs as a result of its activities under this Agreement. USAMRIID, as an agency of the U.S. Government, is liable only to the extent provided under the Federal Tort Claims Act (28 U.S.C. §1346). No indemnification for any damages is intended or provided by either Party under this Agreement.
15. **Force Majeure.** Neither Party will be liable for any unforeseeable event beyond its reasonable control and not caused by its own fault or negligence, which causes the Party to be unable to perform its obligations under this CRADA, and which it has been unable to overcome by the exercise of due diligence. If a *force majeure* event occurs, the Party

unable to perform will promptly notify the other Party and will use its best efforts to resume performance as quickly as possible and will suspend performance only for such period of time as is necessary as a result of the *force majeure* event.

16. **Export Control.** The obligation of the Parties to transfer technology to one or more other parties, provide technical information and reports to one or more other parties, and otherwise perform under this Agreement are contingent upon compliance with applicable United States export control laws and regulations. The transfer of certain technical data and commodities may require a license from a cognizant agency of the U.S. Government or written assurances by the Parties that the Parties will not export technical data, computer software, or certain commodities to specified foreign countries without prior approval of an appropriate agency of the U.S. Government. The Parties do not, alone or collectively, represent that a license will not be required, nor that, if required, it will be issued. *The Parties agree that no export controlled information or items will be provided by either Party under this Agreement.* In addition, if applicable, the Parties will comply with shipping requirements applicable to etiologic agents.
17. **Biosafety; Biosecurity.** USAMRIID accepts full responsibility for the safety and security of the Research Project and assures that the Research Project will be conducted in accordance with all applicable laws, rules and regulations including those pertaining to the handling and disposition of human clinical samples. Where applicable, each Party agrees to abide by all laws, rules, and regulations governing biological select agents and toxins.
18. **Funding; Payment Schedule.** The conduct of the Research Project by USAMRIID is conditional upon payment by Cooperator of the agreed-upon costs of initiating and conducting the Research Project in accordance with the payment schedule attached as Appendix B. Cooperator will provide funding to USAMRIID in accordance with the payment schedule in Appendix B. USAMRIID's costs for conducting the Research Project include costs for the following categories: government labor, contract personnel, contract services, supplies, and Special Immunizations Program (SIP). USAMRIID reserves the right to move funds among the foregoing categories as needed for purposes of supporting the Research Project. Cooperator will provide all funding for the Research Project in response to invoices timely submitted by USAMRIID. Payments are due no later than thirty (30) calendar days after receipt of invoices. The checks must be made payable to the "U.S. Treasury," reference USAMRIID Project Number 119144742, and be mailed to:

USAMRIID
1425 Porter Street
Fort Detrick, MD 21702-5011
ATTN: Mr. Scott Defibaugh
Business Innovation and Programs

If the funds provided for the Research Project are insufficient to cover USAMRIID's continuing research under this Agreement, USAMRIID will timely notify Cooperator and the Parties will cooperate on communicating this information to the funding sponsor; if additional funds are not available, the Parties will adjust the scope of the Research Project accordingly. USAMRIID will maintain fiscal accounts and other documents that support its

expenditure of the funds received from Cooperator under this Agreement. Upon written notification, USAMRIID's fiscal records will be available for reasonable inspection and copying by an authorized representative of Cooperator. Cooperator will maintain separate fiscal accounts and administer all funding for the Research Project in accordance with the requirements of the funding award.

19. **Relationship of the Parties.** The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership or joint venture. Neither Party has the authority to represent or bind the other Party in any manner.
20. **Disputes.** Any dispute arising under this Agreement must be referred for resolution first to the USAMRIID Division Director (for USAMRIID) and to the Executive Director of the Office of Research, Sponsored Programs (for Cooperator). If the foregoing persons are unable to resolve the matter, it may be submitted jointly to the signatories (or their respective designees) for disposition. However, either Party may seek any and all administrative or judicial remedies that may be available.
21. **Term; Termination.** This Agreement is effective as of the date of the last signature of all authorized representatives of the Parties for **one (1) year**. The Parties may terminate this Agreement at any time by mutual written consent. Either Party may terminate this Agreement unilaterally at any time by giving sixty (60) calendar days written notice to the other Party. Upon the receipt of a written termination notice (a) the Parties will not make any new commitments and will, to the extent feasible, cancel all outstanding commitments that relate to this Agreement and (b) notwithstanding any other provision of this Agreement, any exclusive license entered into by the Parties relating to this Agreement will be simultaneously terminated unless the Parties agree in writing to retain the exclusive license.
22. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the Research Project and supersedes any prior understanding or written or oral agreement with respect to the subject matter hereof.
23. **Assignment.** This Agreement cannot be assigned by either Party to a third party without the prior written consent of an authorized representative of the other Party.
24. **Governing Law.** The construction, validity, performance, and effect of this Agreement will be governed by the laws in the State of California and federal laws as applied by the federal courts in the State of California. In the event of a conflict between the laws of the State of California and federal laws as applied by the federal courts in the State of California, the latter will prevail. Federal law and regulations will preempt any conflicting or inconsistent provisions in this Agreement.
25. **Surviving Provisions.** Paragraphs 4-16, 24 and 25 survive the expiration or early termination of this Agreement.
26. **Notices.** The points of contact for notices under this Agreement are:

For USAMRIID

Administrative/IP Matters:

Director, Office of Research and Technology Applications

1425 Porter Street

Fort Detrick, MD 21702-5011

Email: usarmy_detrick.medcom-usamriid.mbx.usamriid-bpp-orta@mail.mil

Publication Matters (Par. 10)

Scientific Project Office

For Cooperator

Office of Research, Sponsored Programs

1850 Research Park Drive

Davis, CA 95618

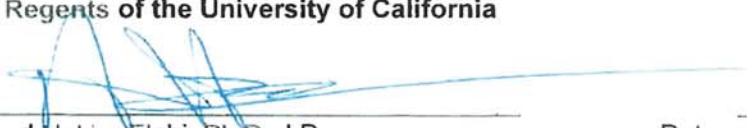
Attn: Executive Director


Email: subawards@ucdavis.edu

{Signatures Follow on Next Page}

Each signatory to this Agreement represents that he/she has the authority to bind their organization to the terms of this Agreement. This Agreement may be executed in one or more counterparts by signature of an authorized representative, each of which counterpart when executed and delivered by mail, email, or facsimile transmission, will be deemed to be an original and all of which will constitute but one and the same Agreement.

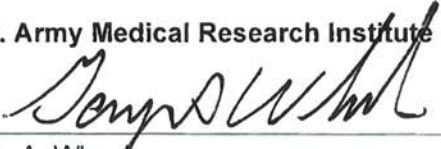
The Regents of the University of California



Ahmad Hakim-Elahi, Ph.D. J.D.
Executive Director, Sponsored Programs 

Date: 11/30/2018

U.S. Army Medical Research Institute of Infectious Diseases (USAMRIID)



Gary A. Wheeler
Colonel, U.S. Army
Commanding

Date: 4 DEC 2018

Appendix A

Research Project

Cooperator will:

- Coordinate and direct shipments of up to 2,000 Clinical Biospecimens collected by the PREDICT Program in Africa and Asia with supporting metadata in sufficient volume for *in vitro* screening against biodefense pathogens as mutually agreed
- Manage the Research Project funding in accordance with the terms of its separate funding agreement with the funding organization and the terms of this Agreement
- Manage all reporting and other requirements of the funding organization
- Prepare financial reports required by the funding organization

USAMRIID will:

- Evaluate Clinical Biospecimens *in vitro* using the West African MAGPIX Panel of immunological assays against Ebola, Marburg, Lassa, Rift Valley fever, Crimean-Congo hemorrhagic fever, hantavirus, pan-alphavirus, and pan-flavivirus targets
- Evaluate Clinical Biospecimens for the presence of antigenic proteins and antibodies (IgM and IgG) against mutually agreed biodefense pathogens
- Provide data from the evaluations to Cooperator

The Parties will:

- Discuss the timeline for the Research Project
- Discuss the research results and confer regarding any publications or presentations concerning the Research Project
- Prepare reports required by the federal funding award
- Cooperate to provide to the funding organization any reports or other information required by the Cooperator's separate funding agreement

Appendix B

Payment Schedule

Cost Item	
DIRECT COSTS	
Government Labor	\$21,840.87
Contract Personnel	\$12,000.00
Contract Services -- Intramural	\$360.00
Supplies	\$38,000.00
OTHER DIRECT COSTS	
SIP Support	\$6,008.27
INDIRECT COSTS	
USAMRIID	\$35,976.21
GRAND TOTAL	\$114,185.35

**AMENDMENT ONE (1) TO
COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT**


Cooperative Research and Development Agreement ("CRADA" or "Agreement") (USAMRIID reference number W81XWH-19-0063) between United States Army Medical Research Institute of Infectious Diseases (USAMRIID), Fort Detrick, Maryland 21702-5011 and The Regents of the University of California on behalf of its Davis campus Davis, CA 95618 ("Cooperator"), is hereby by amended as follows


- The term of this Agreement is extended until March 31, 2020. The Agreement will expire on March 31, 2020 unless it is terminated early or further extended through written mutual agreement of the Parties.

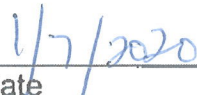
All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized representatives as of the day and year of the last signature below.

The Regents of the University of California




Paula Noble 
Assistant Director



Date

U.S. Army Medical Research Institute of Infectious Diseases



E. Darrin Cox
Colonel, U.S. Army
Commanding



Date

AGREEMENT NUMBER A15-0146-S022

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

UNITED STATES ARMY MEDICAL RESEARCH INSTITUTE OF INFECTIOUS DISEASE (USAMRIID)

This Agreement is made and entered into by and between **The Regents of the University of California (University)**, a public institution of higher education acting for and on behalf of its Davis Campus, and **United States Army Medical Research Institute of Infectious Disease (USAMRIID) (Participating Institution)**, a United States Army Medical Research Institute located in Fort Detrick, Maryland.

WHEREAS, University has received **Cooperative Agreement Number AID-OAA-A-14-00102 (Prime Agreement)** from **USAID (Prime Sponsor)** in support of the project entitled "Emerging Pandemic Threats Program 2 PREDICT-2" effective October 1, 2014;

WHEREAS, Prime Agreement provides authorization and funds for Participating Institution participation;

WHEREAS, Participating Institution has the facilities and skilled personnel necessary to pursue the objectives and fulfill the requirements of this Agreement;

WHEREAS, it is of mutual interest and benefit of University and the Participating Institution to collaborate;

WHEREAS, Participating Institution has agreed to perform the work hereunder as a collaborating Institution under a subaward relationship.

NOW THEREFORE, University and Participating Institution mutually agree as follows:

1. **General.** The terms of this Agreement are intended to be in concert with the terms and conditions of the Prime Agreement which is hereby incorporated by reference and attached as **Exhibit A**. Participating Institution hereby agrees to be bound by the terms and conditions of the Prime Agreement identified in Article 25 of this Agreement. For all actions requiring Prime Sponsor's prior approval, as identified in the Prime Agreement, Participating Institution must obtain prior written approval from University.
2. **Scope of Work.** The objectives of the Project are consistent with and will further the purposes of the Prime Agreement received by the University. The Participating Institution understands that the work of the Project is an integral part of the University's program plan.

The Participating Institution shall enable its Principal Investigator to perform the work described in the work plan submitted to the University, incorporated by reference as **Exhibit B** (the "Project"). The actual performance of that work shall conform with all aspects of the Project proposal as submitted including:

- A. The description of the specific objectives of the Project;
- B. The description of the expected inputs, outputs, and indicators of the Project accomplishments;
- C. The description of any relationships with other Projects funded by the University under the previously referenced Prime Agreement;
- D. The description of the managerial responsibilities of the Project; and

E. The description of arrangement for Project work in foreign sites.

3. **Period of Performance.** The performance period of this Agreement is October 1, 2018 through September 30, 2019.

4. **Reports.** Participating Institution's reports shall be incorporated into University's reports which are required to be submitted to the Prime Sponsor in accordance with the terms of the Prime Agreement. All reports shall be submitted to the following contact, unless otherwise directed:

Jonna Mazet Veterinary Medicine
One Shields Avenue
Davis, CA 95616-8686
jkmazet@ucdavis.edu

A. **Technical Reports.** Participating Institution shall provide University written progress reports for period of performance identified in Article 3 quarterly, or upon the request of the Principal Investigator, in a format required by the Prime Agreement.

B. **Patent Reports.** In accordance with 37 CFR 401.14, Participating Institution shall notify University's Administrative Officer, as stated in Article 6D, within two months after Participating Institution's inventor discloses invention(s) in writing to Participating Institution's personnel responsible for patent matters.

C. **Final Patent Report.** Participating Institution shall provide University's Administrative Officer, as stated in Article 6D, a written Final Patent Report within forty-five (45) days of the termination date of this Agreement. A negative report is required.

D. **Final Technical Report.** Participating Institution shall provide University a written Final Technical Report within forty-five (45) days of termination of this agreement in a format required by the Prime Agreement. The final technical report shall include, at a minimum, a summary statement of progress toward the achievement of the originally stated aims.

E. **Final Financial Report.** Participating Institution shall provide University a written Final Financial Report within forty-five (45) days of termination of this Agreement in the format required by the Prime Agreement.

5. **Allowable Cost, Compensation, Invoices.**

A. For the performance of work specified herein, University shall pay those expenses, direct and indirect, incurred by Participating Institution in accordance with the attached **Subaward Budget**, incorporated herein as **Exhibit C**. Allowable reimbursable Project costs shall be those costs incurred in accordance with the detailed Project budget, including its line item categories, as approved by the University for this Project. The maximum allowable costs for the period October 1, 2018 through September 30, 2019 under this Agreement is **One Hundred Fourteen Thousand One Hundred Eighty Five US Dollars (\$114,185 USD)**.

B. **Ceiling Increases.** Increases to the ceiling of this subaward are not guaranteed and depend upon project needs, available funding, and approval of annual budgets by USAID.

C. **Travel.** All international travel is to be approved in advance. For any additional travel not already approved and incorporated in the Budget, Participating Institution shall submit a request to University's Project Director at least five weeks in advance of the anticipated foreign travel and the request shall include the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions. This request will be submitted via an email sent to the contact in Article 5J below, and will be approved on a case-by-case basis.

- D. Participant Training.** All in-country and third-country training using USAID funds is to be approved in advance. All J-1 Visas for exchange visitors attending US-based training using USAID funds are to be issued by USAID in accordance with the instructions provided in USAID ADS 252. The University will coordinate J-1 Visa issuance with USAID Missions and central offices. Participating Institution is to notify University at least 120 days in advance of US-based training. Any proposed changes to the approved training activities must be submitted to the University for prior approval.
- E. Limitations on Reimbursement.** In addition to the foregoing limitations, the University obligation to reimburse the Participating Institution is subject to the following conditions:
1. All moneys provided for costs shall be expended in the amounts for the purposes indicated in the Budget, unless otherwise approved in writing by the University, provided:
 - a. That funds shall not be rebudgeted for additional international trips except with the prior written approval of the University; and
 - b. That rebudgeting of funds for the purpose of purchasing an item of equipment valued at \$5,000 or more shall require the prior written approval of the University; and
 - c. That rebudgeting of funds for the purpose of purchasing any restricted items, as defined in Standard Provisions, will require the prior written approval of the University, and the request shall include the type of item, the amount to be spent, and the authorized geographic code; and
 - d. Without the written prior approval of the University, Participating Institution shall not rebudget funds to or allotted for participant training if the rebudget would result in changes to the approved training activities.
- F.** Costs must be expressed in U.S. dollars using an exchange rate applicable at the time the invoice is submitted. Please see the Prime Agreement for Mandatory Terms and Conditions regarding Facilities and Administrative Costs (F&A).
- G.** The University shall reimburse the Participating Institution for indirect costs in accordance with 2 CFR 200.331 (a)(4). Indirect costs reimbursed shall not exceed the amount indicated in the appropriate Budget line item category
- H.** Participating Institution must obtain prior written approval of University's Administrative Officer to rebudget funds where prior approval is required for such rebudgeting. Carry forward of unobligated funds requires prior approval.
- I.** The Participating Institution shall be obligated to refund to the University an amount or amounts equal to the sum of direct and indirect costs reimbursed by the University to the Participating Institution that is ultimately determined by either or both the University and USAID as unallowable.
- J.** Payment shall be on a cost reimbursement basis. Participating Institution shall submit monthly invoices that reflect expenditures incurred that provide detail commensurate with that appearing in the approved budget; invoices shall be numbered sequentially, and shall reference Agreement Number A15-0146-S021. Release of payment will be based upon notification and approval by the Principal Investigator that adequate documentation and corroboration of costs has been received. Participating Institution's invoices shall be submitted to:

Elizabeth Leasure
VM: One Health Institute

1089 Veterinary Medicine Drive
Davis, CA 95616-8671
ealeasure@ucdavis.edu

- K. Participating Institution's final invoice shall be submitted to University not later than forty-five (45) days after expiration or termination of this Agreement.

6. Key Personnel

- A. The scope of work supported by this Agreement shall be under the general guidance and technical direction of University's Jonna Mazet, Principal Investigator under the Prime Agreement.
- B. Participating Institution's Principal Investigator Randal Schoepp shall be responsible to the Participating Institution for the proper management and conduct of the activities hereunder. Participating Institution's Principal Investigator may be replaced only with the approval of University.
- C. All communications regarding the technical, scientific, and programmatic aspects of this Agreement shall be between University's Jonna Mazet (or approved designee) and Participating Institution's Randal Schoepp (or approved designee).
- D. University's Administrative Officer responsible for matters of administration of the Agreement, including assistance in identification and interpretation of relevant policies and provisions, is:

Paula Noble
Contracts & Grants Officer
Office of Research, Sponsored Programs
1850 Research Park Drive, Suite 300
University of California
Davis, California 95618
(530) 754-7700
FAX (530)752-0333
subawards@ucdavis.edu

- E. Participating Institution's Administrative Officer responsible for the coordination of fiscal and administrative management aspects of this Agreement is:



- F. Communications and correspondence regarding the fiscal and administrative aspects of this Agreement shall be between the designated Administrative Officers.

7. Records and Audits.

- A.** Participating Institution certifies by signing this Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

University reserves the right to inspect, upon University's reasonable advance notice and during normal business hours, Participating Institution's physical facilities, all aspects of the Statement of Work undertaken under this Agreement, and all books, records, and documents of any kind pertaining to this Agreement. Participating Institution agrees to provide copies of any records or other documentation to University in a timely fashion as reasonably requested by University. Participating Institution will keep all usual and proper records relating to performance of the Statement of Work for a minimum period of three (3) years after completion of closeout of this Agreement and after the final document has been submitted to University.

Participating Institution expressly acknowledges its understanding that its activities pursuant to this Agreement and all records pertaining thereto may be subject to audit by the Prime Sponsor, and Participating Institution agrees to cooperate fully in the performance of any such audit.

8. Indemnification.

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

- 9. Disputes.** Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be arbitrated in accordance with the American Arbitration Association.

- 10. Termination of Agreement.** Upon termination, Participating Institution must take immediate action to cease all expenditures financed by the Agreement and to cancel all unliquidated obligations to the extent possible. The Participating Institution may not enter into any additional obligations under the Agreement after receiving the notice of termination other than those reasonably necessary to effect the close out of the Agreement. Except as provided below, no further reimbursement will be made after the effective date of termination.

As soon as possible, but in any event no later than 90 days after the effective date of termination, the Participating Institution must repay to University all unexpended USAID funds that were not otherwise obligated prior to the effective date of termination by a legally binding transaction applicable to the Agreement. If the funds paid to the Participating Institution before the effective date of termination are not sufficient to cover the Participating Institution's obligations under a legally binding transaction, then the Participating Institution may submit a written claim for such amount to

USAID University within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid to the Participating Institution under the claim in accordance with the "Allowable Costs" provision of the Agreement. This agreement terminates, and authority to expend awarded funds shall cease, under any one of the following conditions:

- A. The Prime Agreement is not extended past the end of the Period of Performance.
 - B. USAID cancels the Prime Agreement or reduces the available funding level.
 - C. USAID mandates ceasing activities in a geographic region or disallows continuance of the research as set forth in the Project.
 - D. The host government(s) formally objects to the presence of the Project or principal participants in the Project.
 - E. The Participating Institution's Principal Investigator resigns from the Project or the Participating Institution, or has not performed satisfactorily.
 - F. The Participating Institution has terminated the agreement with University.
 - G. The Participating Institution fails to comply with the terms of the Standard Provisions and/or tenets of this Agreement.
 - H. Evidence of gross incompetence and/or malfeasance by the Participating Institution.
11. **Authorized Geographic Code.** The authorized geographic code for procurement of goods and services under this Agreement is 937 – the United States, the cooperating/Participating Institution country, and developing countries other than advanced developing countries, and excluding prohibited sources.
12. **Program Income.** Program income is not expected to be generated by the Participating Institution. However, any program income that is generated shall be accounted for as program income and will be added to the Project, in accordance with 2 CFR 200.
13. **Subcontractors.** The Participating Institution's intention to procure services from a contractor (as defined in 2 CFR 200.330 b) by the Participating Institution under this Agreement must be identified in the Participating Institution's detailed Project proposal/work plan and detailed budget unless the intended subcontract is under the Simplified Acquisition Threshold (reference 2 CFR 200.88) and the entity providing the service is not a foreign governmental entity or parastatal. Any deviation from this condition requires the express written approval of the University. The Participating Institution shall make certain that any and all subcontracts issued under this Agreement to a contractor shall include the appropriate mandatory clauses (available at https://www.acquisition.gov/far/current/html/52_301Matrix.html) and flow-down provisions applicable to subcontracts issued under this Agreement. The Mandatory Flow-Down Provisions for U.S. Subcontractors are incorporated herein as Exhibit E, and the Mandatory Flow-Down Provisions for Foreign Subcontractors are incorporated herein as Exhibit F.

No subcontract issued by the Participating Institution shall relieve the Participating Institution from any obligation, responsibility, or liability to the University issuing from each and every term and condition of this Agreement.

Prior approval and flow-down requirements outlined in this section do not apply to contracts intended to procure services from individuals.

14. **Subrecipients.** The Participating Institution's intention to involve a subrecipient (as defined in 2 CFR 200.330 a) under this Agreement must be identified in the Participating Institution's detailed Project proposal/work plan and detailed budget. Any deviation from this condition requires the

express written approval of the University. The Participating Institution shall make certain that any and all subawards which it may issue under this Agreement to a subrecipient shall include the same terms and conditions regarding financial, property, and operational reporting requirements as those to which the Participating Institution is subject to under the terms and conditions of this Agreement. Further, any subrecipients that receive a subaward under this Agreement must complete the Mini-Audit Questionnaire, incorporated herein as Exhibit D, once per project year.

No subaward issued by the Participating Institution shall relieve the Participating Institution from any obligation, responsibility, or liability to the University issuing from each and every term and condition of this Agreement.

Prior approval and flow-down requirements outlined in this section do not apply to contracts intended to procure services from individuals.

15. Inventory and Property Management.

The Participating Institution shall:

- A.** Take title to property, where authorized by the terms and conditions of the Prime Agreement, in such a way that the Participating Institution's financial records identify the source of funds; and
- B.** Reimburse the University for any costs or expenditures for which the University has compensated the Participating Institution and which either the University or USAID determines to be a disallowable cost; and
- C.** Comply with all equipment inventory and property management instructions which may hereafter be issued by the University and made applicable to the Participating Institution. A physical inventory will be conducted at least once per year, and the Principal Investigator will confirm in writing that the inventory of equipment purchased with funds under this Agreement is complete and correct; and
- D.** At the end of the subaward, all equipment and property held by the Participating Institution shall revert title to the University for use by other projects within the host country (reference USAID 2 CFR 200), and only if the University determines no use for the equipment within existing projects in-country, the equipment will then be disposed of as per USAID guidelines.

16. Mandatory Standard Provisions.

- A.** The following mandatory standard provisions are incorporated into this Agreement by reference with the same force and effect as if they were given in full text, shall hereinafter be referred to as "Domestic Mandatory Standard Provisions," and shall apply if the Participating Institution is an organization of the United States:
 - 1. All provisions of 2 CFR 200; and
 - 2. The Mandatory Standard Provisions for U.S. Nongovernmental Organizations revised 7/22/15 as provided in <https://www.usaid.gov/ads/policy/300/303maa>.
- B.** The following mandatory standard provisions are incorporated into this Agreement by reference with the same force and effect as if they were given in full text, shall hereinafter be referred to as "Foreign Mandatory Standard Provisions," and shall apply if the Participating Institution is not an organization of the United States:
 - 1. The USAID's ADS 303mab, Standard Provisions for Non-U.S. Nongovernmental Organizations revised 7/22/15 (available for download at USAID website <https://www.usaid.gov/ads/policy/300/303mab>).

17. **Assignment.** Participating Institution shall not assign or transfer any responsibilities hereunder without the prior written consent of University.
18. **Protection of Human Subjects.** If human subjects are involved in the Project, Participating Institution shall conduct the activities in accordance with the Department of Health and Human Services regulations codified at 45 CFR 46 - Protection of Human Subjects. In such event, Participating Institution shall provide the designated University's Administrative Officer documentation that it is operating in accord with an approved Assurance of Compliance and shall cite the Assurance identification number. Participating Institution shall ensure that all personnel participating in the Project complete the education requirement on the protection of human subjects, as prescribed by the National Institutes of Health (NIH) in NIH Notice OD-00-039, and shall provide the designated University's Administrative Officer evidence that all such personnel have completed the requisite educational training. If planned activities involving human subjects are not exempt from said DHHS regulations, Participating Institution shall additionally provide certification of the review and date of approval by the Participating Institution's institutional review board, or equivalent thereof, of the planned involvement of human subjects in the Project. If applicable, the study protocol will also be reviewed and approved by the Institutional Review Board at the University of California, Davis.
19. **Care and Treatment of Laboratory Animals.** Participating Institution shall establish and maintain proper measures to ensure the appropriate care and use of live vertebrate animals involved in research supported by this Agreement, in accordance with the Animal Welfare Act as amended (7 USC 2131 et seq.) and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR, Subchapter A) pertaining to the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funds. If Participating Institution's research hereunder involves vertebrate animals, execution of this document by Participating Institution's authorized official certifies that Participating Institution has on file with the NIH OPRR an approved Animal Welfare Assurance. Participating Institution shall submit to University's Administrative Officer verification of approval by Participating Institution's Institutional Animal Care and Use Committee of the planned care and use of animals in research activities to be supported hereunder.
20. **Alterations and Amendments.** No alteration or amendment of this Agreement shall be valid unless made by an instrument in writing, signed by authorized representatives of Participating Institution and University. No such alteration or amendment shall be construed to alter or amend any provisions of this Agreement unless expressly so stated in such written instrument.
21. **Debarment and Suspension.** Participating Institution certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
22. **Insurance.** Participating Institution agrees to maintain, for the duration of this Agreement, insurance or a program of self-insurance, in an amount that will be adequate to cover its obligations hereunder, and upon request, will provide the University with proof of insurance showing that such insurance is in place.
23. **Data, Publication and Copyrights.** Participating Institution shall have the right to copyright, publish, disclose, disseminate, and use, in whole or in part, any data and information developed by Participating Institution under this Agreement. Participating Institution shall provide University an advance copy of all materials intended for disclosure. All materials must comply with applicable provisions of the Prime Agreement.
 - A. The Participating Institution is encouraged to give public notice of the receipt of this Agreement and announce progress and accomplishments. The Participating Institution agrees that in the release of information relating to this Agreement, such release shall include a statement to the effect that the Project or effort depicted was or is sponsored by

USAID Agreement Number AID-OAA-A-14-00102 that was awarded to The Regents of the University of California and subcontracted to Participating Institution, and the content of the information does not necessarily reflect the position or the policy of the U.S. Government, USAID, or University, and no official endorsement should be inferred.

- B.** The Participating Institution must provide copies of notices or announcements to the University, USAID's Agreement Officer's Representative (AOR), and to USAID's Office of Legislative and Public Affairs in advance of release, as practical. Press releases or other public notices must include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

For the purpose of this provision, "information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, et cetera.

- C.** Any public communication which has not been approved by USAID must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

- D.** The following provision is included per 2 CFR 200, Marking:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

- E.** Participating Institution agrees not to use the name of University or its employees in any advertisement, press release, or publicity notice with reference to this Agreement or any product or service resulting from this Agreement without sending an informational copy to University at the time of release or publication. Participating Institution will acknowledge USAID's and University's support in its above-defined publications, disclosures, disseminations, advertisements, press releases, and publicity notices unless USAID desires otherwise and so advises University, who in turn shall advise Participating Institution.
- F.** Subject to its legal ability to do so, Participating Institution hereby grants University license to use data created in the performance of this Agreement.
- G.** Participating Institution hereby grants to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce, make derivative works, display, and perform publicly any copyrightable or copyrighted material (including any computer software and its documentation and/or database) developed and delivered under this Agreement.

- 24. Prime Agreement Provisions.** The following provisions of the Prime Agreement, suitably modified as follows, are hereby incorporated by reference and carry the same force and effect as if included in full text:

Recipient shall mean Participating Institution

- C. Article M6, Subagreements (June 2012)
- D. Article M8, USAID Eligibility Rules for Goods and Services (June 2012)
- E. Article M11, Equal Participation By Faith-Based Organizations (June 2012)
- F. Article M12, Preventing Terrorist Financing (August 2013)
- G. Article M17, Travel and International Air Transportation (August 2013)
- H. Article M20, Trafficking in Persons (June 2012)
- I. Article M22, Limiting Construction Activities (August 2013)
- J. Article RAA12, Reporting host Government Taxes (June 2012)
- K. Article RAA25, Human Rights Violations and Sanctions Program in Burma (June 2015)
- L. Article RAA24, Protecting Life in Global Health Assistance (May 2017)

25. Entire Agreement. The terms and conditions contained herein and in the following attachments constitute the entire Agreement between **The Regents of the University of California** and **United States Army Medical Research Institute of Infectious Disease**:

- Exhibit A** – Prime Agreement and Mod 1 - 13
- Exhibit B** – Scope of Work
- Exhibit C** – Subaward Budget
- Exhibit D** – Mini-Audit Questionnaire
- Exhibit E** – Mandatory Flow-Down Provisions for U.S. Subcontractors
- Exhibit F** – Mandatory Flow-Down Provisions for Foreign Subcontractors
- Exhibit G** – Prohibition of Salary Supplements with PREDICT-2 Funds

IN WITNESS WHEREOF, the Parties have caused this contract to be effective as of the date specified in Article III above with signatory approval of their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

**UNITED STATES ARMY MEDICAL
RESEARCH INSTITUTE OF
INFECTIOUS DISEASE**

By: _____
Paula Noble
Contracts and Grants Officer

By: _____
Name:
Title:

Date: _____

Date: _____

EXHIBIT B - SCOPE OF WORK

Subawardee: the U.S. Army Medical Research Institute of Infectious Diseases (USAMRIID) at Fort Detrick in Maryland

Subaward Program Title: PREDICT-2

SCOPE OF WORK: To test 2,000 PREDICT-2 human samples in triplicate for IgG antibodies to multiple viruses, including EBOV, MARV, LASV, CCHFV, RVFV, pan-alphavirus, pan-flavivirus, CCHFV and HNTV. The exact combination of viruses to screen for will vary depending on the geographic source of the sample.

EXHIBIT C - BUDGET & BUDGET JUSTIFICATION

U.S. Army Medical Research Institute of Infectious Disease

BUDGET JUSTIFICATION - \$ 114,185.35

This budget reflects costs for supplies and personnel time required for testing 1500 samples in triplicate for antigen, IgM, and IgG antibodies using the West African Panel with the addition of HTNV, as well as testing the 500 asymptomatic samples in triplicate for IgG antibodies to the West African Panel and HTNV.

Salaries/Fringe Benefits (\$33,840.87)

*Salaries/fringe benefits are budgeted based on current rates for named personnel as provided by USAMRIID.

Dr. Randal Schoepp, Principal Investigator (\$4,422.77)

2% FTE

Dr. Schoepp is Chief of the Immunodiagnostic and Biologics Department and will provide administrative and high level project support.

Dr. Keersten Ricks, Co-Principal Investigator (\$12,000)

10% FTE

Dr. Ricks is a postdoctoral fellow and will provide laboratory oversight, assist in sample testing and data analysis, and report writing through the entirety of the project.

Mr. Matthew Voorhees Laboratory Technicians (\$17,418.10)

20% total FTE

Mr. Voorhees is a laboratory technician and will conduct all sample testing.

Diagnostics (\$38,000)

Consistent with proposed plans to conduct serological testing of 2,000 samples using the MAGPIX platform, funds are budgeted for the laboratory reagents and other supplies required to complete said testing. Costs are budgeted using information provided by USAMRIID, which is based on their past experience conducting activities of similar scope and scale.

Other Direct Costs (\$6,368.27)

\$6,008.27 in Special Immunization Program (SIP) costs and \$360 in U.S. Army Medical Research Acquisition Activity (USAMRAA) fees are budgeted for monitoring the health and welfare of the staff working in biological containment and for contract services required for implementation. Costs budgeted are based on estimates provided by USAMRIID.

Indirect Costs (\$35,976.21)

Facility and administrative costs are budgeted at 46% in accordance with established rates provided by USAMRIID.

EXHIBIT C - BUDGET & BUDGET JUSTIFICATION

Summary Cost

Cost Item	2019	Total
DIRECT COSTS		
Government Labor	\$21,840.87	\$21,840.87
Contract Personnel	\$12,000.00	\$12,000.00
Contract Services -- Intramural	\$360.00	\$360.00
Supplies	\$38,000.00	\$38,000.00
Travel	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Rental	\$0.00	\$0.00
Printing	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
UFR	\$0.00	\$0.00
OTHER DIRECT COSTS		
SIP Support	\$6,008.27	\$6,008.27
INDIRECT COSTS		
USAMRIID	\$35,976.21	\$35,976.21
MRMC	\$0.00	\$0.00
GRAND TOTAL	\$114,185.35	\$114,185.35

Line Item Details

Fiscal Year	EOR	EOR Title	Qty	Item	Additional Info	Cost
2019	11	Government Labor	0.02	Schoepp, Dr. Randal Joseph		\$4,422.77
2019	11	Government Labor	0.2	Voorhees, Mr. Matthew Allen		\$17,418.10
2019	25	Contract Personnel	0.1	Ricks, Dr. Keersten Michelle	NRC	\$12,000.00
2019	25	Contract Services -- Intramural	1		USAMRAA Contracting Fee	\$360.00
2019	26	Supplies	1	MagPix Supplies		\$38,000.00
2019	27	Indirect Costs	1	MRMC		\$0.00
2019	27	Indirect Costs	1	USAMRIID		\$35,976.21
2019	27	SIP Support	1	Titer, Eastern Equine Encephalitis Virus (EEE)		\$19.88
2019	27	SIP Support	1	Titer, Rift Valley Fever Virus (RVF)		\$19.88
2019	27	SIP Support	1	Titer, Venezuelan Equine Encephalitis Virus (VEE)		\$19.88
2019	27	SIP Support	1	Titer, Western Equine Encephalitis Virus (WEE)		\$19.88
2019	27	SIP Support	1	Titer, Eastern Equine Encephalitis Virus (EEE)		\$198.64
2019	27	SIP Support	1	Titer, Rift Valley Fever Virus (RVF)		\$198.64
2019	27	SIP Support	1	Titer, Venezuelan Equine Encephalitis Virus (VEE)		\$198.64
2019	27	SIP Support	1	Clin Lab Variable		\$283.09
2019	27	SIP Support	1	WEE Booster		\$595.71
2019	27	SIP Support	1	Fixed Cost		\$4,454.11

MINI-AUDIT QUESTIONNAIRE

The purpose of this questionnaire is to help us determine your organization's fiscal responsibility.

Section A – Organizational Data

Name of Organization: _____

DUNS Number: _____ Year Established: _____ Organization Address: _____

Number of Employees: Full Time: _____ Part Time: _____
Performance Site (if different): _____

Section B – Financial Status & Cash Management

1. Does your organization have its financial statements reviewed by an independent public accounting firm? Yes No

If no, move to question 2. If yes, answer questions below.

Date of last financial Audit: _____ Fiscal Period Audited: _____

Audit firm: _____

Was the auditor's Opinion on Financial Statements Qualified? Yes No

2. Other than financial statements, has any aspect of your organization's activities been audited within the last two years by a governmental agency or independent public accountant? Yes No If yes, please explain.

3. Are duties separated so that no one individual has complete authority over an entire financial transaction? Yes No

4. Are controls in place to prevent expenditure of funds in excess of approved, budgeted amounts? Yes No

5. Are Federal contract/grant funds deposited in a separate bank account? Yes No

If a separate bank account is not maintained, can the Federal funds and expenses be readily identified? Yes No

6. Are all disbursements properly documented with evidence of receipt of goods or performance of services? Yes No

7. Are all bank accounts reconciled monthly? Yes No

Section C – Payroll, Procurement, Property Management

8. Are payroll charges checked against program budgets? Yes No

9. What system does your organization use to control paid time, especially time charged to sponsored agreements?

10. Are there procedures to ensure procurement at competitive prices? Yes No

11. Is there an effective system of authorization and approval of:

Capital equipment expenditures? Yes No

Travel expenditures? Yes No

12. Are detailed records of individual capital assets kept and periodically balanced with the general ledger accounts? Yes No

13. Are there procedures for authorizing and accounting for the disposal of property and equipment? Yes No

14. Are detailed property records periodically checked by physical inventory? Yes No

15. Briefly describe the organization's policies concerning capitalization and depreciation.

Section D – Cost Transfers, Indirect Costs, Cost Sharing

- 16. How does the organization ensure that all cost transfers are legitimate and appropriate?

- 17. Does the organization have an indirect cost allocation plan or a negotiated indirect cost rate? Yes No
 Explain.

- 18. Does the organization have procedures which provide assurance that consistent treatment is applied in the distribution of charges to all grants? Yes No

- 19. How does the organization determine that it has met cost-sharing goals?

Section E – Compliance

- 20. Does your organization engage in any lobbying or partisan political activity which is charged, directly or indirectly, to a federally-assisted program? Yes No

- 21. Does your organization have a formal policy of nondiscrimination and a formal system for complying with Federal civil rights requirements? Yes No

- 22. Does your organization have cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds? Yes No

- 23. Is your organization familiar with Federal financial reports so that they will be completed in an accurate and timely manner when required? Yes No

- 24. Under which program(s), if any, does your organization receive Federal Student Financial Assistance Funds?

- 25. What was the dollar volume of Federal awards to your organization during the last fiscal year?

- 26. Registered in SAM.gov? Yes No

I certify that all necessary human subject, animal subject, and/or environmental health and safety approvals have been obtained prior to conducting work that requires such approvals. I certify to the best of my knowledge and belief that the foregoing statements are true and accurate.

Signature: _____ Title: _____

Name: _____ Date: _____

**Any references to “this award” in this Appendix shall be understood to refer to the cooperative agreement (AID-OAA-A-14-00102) received by the University of California, Davis from the US Agency for International Development (USAID) for the PREDICT-2 project. Any questions regarding the terms and conditions or information included in the prime agreement should be directed to the Purchaser.*

M6. SUBAWARDS AND CONTRACTS (DECEMBER 2014)

- a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)

- a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.
- b. Ineligible and Restricted Commodities and Services:
 - (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
 - (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.
 - (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
 - (i) Agricultural commodities,

- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/ads/policy/300/310>.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subawards and contracts which include procurement of commodities or services.

[END OF PROVISION]

**M12. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224
(AUGUST 2013)**

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

b. This provision must be included in all subawards and contracts issued under this award.

[END OF PROVISION]

**M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION
(DECEMBER 2014)**

a. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

b. FLY AMERICA ACT RESTRICTIONS

- (1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:
 - (i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).
 - (ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):
 - a. Australia on an Australian airline,
 - b. Switzerland on a Swiss airline, or
 - c. Japan on a Japanese airline;
 - (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
 - (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

- (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
 - (vi) If the US Flag Air Carrier does not offer direct service,
 - a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
 - b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
 - c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.
- (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS

This provision must be included in all subawards and contracts under which this award will finance international air transportation.

[END OF PROVISION]

- a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Bureau for Management
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523
Email: oceantransportation@usaid.gov

- b. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M20. TRAFFICKING IN PERSONS (JULY 2015)

a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award; or
- (3) Use of forced labor in the performance of this award.

(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or

b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iv. Charging employees recruitment fees ; or

v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. For awards that exceed an estimated value of \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities to be performed. The plan must include, at a minimum, the following:

(1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.

(3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(4)) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.

(5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

e. If the Recipient receives any credible information from any source that alleges that the recipient, contractor, subawardee, or agent has engaged in any of the prohibited activities identified in this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

[END OF PROVISION]

M22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

- a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
- c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.
- d) Description
Construction is not eligible for reimbursement under this award.
- e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

M24. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]

M28. MANDATORY DISCLOSURES (July 2015)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657 Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[End of Provision]

[END OF MANDATORY PROVISIONS]

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S.
NONGOVERNMENTAL ORGANIZATIONS**

RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subawards and contracts entered into hereunder.

[END OF PROVISION]

RAA12. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)

Exhibit E

- a. By April 16 of each year, the recipient must submit a report containing:
- (1) Contractor/recipient name.
 - (2) Contact name with phone, fax and e-mail.
 - (3) Agreement number(s).
 - (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
 - (6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 - (7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- b. Submit the reports to: Harish Ramroop via email at hramroop@usaid.gov or via snail mail at:
- Harish Ramroop
USAID
M/CFO/CMP, Room 435-I, SA-44
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523
- c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.
- d. The recipient must include this reporting requirement in all applicable subawards and contracts.

[END OF PROVISION]

Mandatory Flow-Down Provisions for foreign subcontractors

**Any references to “this award” in this Appendix shall be understood to refer to the cooperative agreement (AID-OAA-A-14-00102) received by the University of California, Davis from the US Agency for International Development (USAID) for the PREDICT-2 project. Any questions regarding the terms and conditions or information included in the prime agreement should be directed to the Purchaser.*

M6. SUBAWARDS AND CONTRACTS (DECEMBER 2014)

- a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.
- b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)

- a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.
- b. Ineligible and Restricted Commodities and Services:
 - (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
 - (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.
 - (3) Restricted Commodities. The recipient must obtain prior written approval

Mandatory Flow-Down Provisions for foreign subcontractors of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see:

<http://www.usaid.gov/ads/policy/300/310>.

- d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.
- e. This provision must be included in all subawards and contracts which include procurement of commodities or services.

[END OF PROVISION]

M12. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

- a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/ag_sanctions_list.shtml).
- b. This provision must be included in all subawards and contracts issued under this

Mandatory Flow-Down Provisions for foreign subcontractors
award.

[END OF PROVISION]

M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

a. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

b. FLY AMERICA ACT RESTRICTIONS

- (1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.
- (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:
 - (i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).
 - (ii) Travel to or from one of the following countries on an airline of that

Mandatory Flow-Down Provisions for foreign subcontractors country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
 - b. Switzerland on a Swiss airline, or
 - c. Japan on a Japanese airline;
- (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
- (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
- (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
- (vi) If the US Flag Air Carrier does not offer direct service,
- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
 - b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
 - c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.
- (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier

Mandatory Flow-Down Provisions for foreign subcontractors service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

- (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS

This provision must be included in all subawards and contracts under which this award will finance international air transportation.

[END OF PROVISION]

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

***APPLICABILITY:** This provision is applicable for awards and subawards for which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds. In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.*

OCEAN SHIPMENT OF GOODS (JUNE 2012)

- a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Bureau for Management
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523
Email: oceantransportation@usaid.gov

- b. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M20. TRAFFICKING IN PERSONS (April 2016)

- a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress,

Mandatory Flow-Down Provisions for foreign subcontractors and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

- (2) Procurement of a commercial sex act during the period of this award;
- (3) Use of forced labor in the performance of this award;
- (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website

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(if one is maintained) and at the workplace.

- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
- (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.
- h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this

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[END OF PROVISION]

M22. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

APPLICABILITY: *In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert “Construction is not eligible for reimbursement under this award” in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.*

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

- a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.
- b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.
- c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.
- d) Description
Construction is not eligible under this award.
- e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

M24. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER

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2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]

M26. PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL

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CONFIDENTIALITY AGREEMENTS (APRIL 2015)

- (a) The recipient must not require employees, subawardees, or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractor from lawfully reporting such waste, fraud, or abuse to a designated Investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) (1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(2) The Government may seek any available remedies in the event the recipient fails to comply with the requirements of this provision.

[End of Provision]

M28. MANDATORY DISCLOSURES (July 2015)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657
Phone: [1-800-230-6539](tel:1-800-230-6539) or [202-712-1023](tel:202-712-1023)
Email: ig.hotline@usaid.gov

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URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[End of Provision]

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).

(a) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[End of Provision]

[END OF MANDATORY PROVISIONS]

RAA12. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)

APPLICABILITY: *This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500. Please insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate under section (b) of this provision.*

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

- a. By April 16 of each year, the recipient must submit a report containing:
 - (1) Contractor/recipient name.
 - (2) Contact name with phone, fax and e-mail.
 - (3) Agreement number(s).
 - (4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
 - (6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
 - (7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional “with a copy to”].
- c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, “Allowable Costs,” and must be reported as required in this provision.
- d. The recipient must include this reporting requirement in all applicable subawards and contracts.

[END OF PROVISION]

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**RAA26. CONTRACT PROVISION FOR DBA INSURANCE
UNDER RECIPIENT PROCUREMENTS
(DECEMBER 2014)**

APPLICABILITY: *The following provision is required when the recipient is expected to procure services to be performed overseas.*

**DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION
INSURANCE FOR PROCUREMENT CONTRACT
(DECEMBER 2014)**

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

Workers' Compensation Insurance (Defense Base Act)

(a) The Contractor must--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by

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the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

[END OF REQUIRED AS APPLICABLE PROVISIONS]

EXHIBIT G

PROHIBITION OF SALARY SUPPLEMENTS WITH PREDICT-2 FUNDS

Though a commonly-accepted practice in many countries, salary supplements or “top ups” for staff of foreign governmental entities or parastatals are **NOT ALLOWED**. Supplementing or “topping up” existing salaries by paying a salary rate above the individual’s pre-project pay rate or by receiving compensation from the project above and beyond their established 100% level of effort (LOE) compensation is prohibited. If governmental/parastatal employees are to be engaged in PREDICT activities, the Consortium partner managing the in-country activities must secure written permission from the supervising ministry acknowledging that their employee(s) is participating in the project and that the ministry or department is supportive of the employee spending time on the project. If payment for government/parastatal employees is to be provided by PREDICT, a subaward or subcontract detailing the financial relationship with the ministry should be put in place to facilitate payment and document that written permission was obtained. **Government/parastatal employees should not be paid through individual contracts or agreements.**