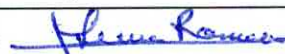


## Subaward Number 39-312-0217530-67873L

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <p><b><u>Subrecipient Information</u></b></p> <p>Escuela Nacional de Ciencias Biológicas – Instituto Politécnico Nacional (ENCB-IPN)<br/>Prolongación de Carpio y Plan de Ayala s/n, Col. Santo Tomás<br/>Mexico</p> <p><b><u>Subrecipient Size and Socio-Economic Status:</u></b></p> <p><i>If a Small Business*, check ALL that apply:</i> Enter NAICS<sup>1</sup> <u>code</u>: _____<br/>NAICS <u>SBA size limit</u>: _____</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Small Business Concern (SB)<sup>2</sup><br/> <input type="checkbox"/> Small Disadvantaged Business, including:<sup>3</sup><br/> <input type="checkbox"/> Black-owned   <input type="checkbox"/> Asian-owned<br/> <input type="checkbox"/> Native-owned   <input type="checkbox"/> Hispanic-owned<br/> <input type="checkbox"/> Woman-Owned         </div> <div style="width: 50%;"> <input type="checkbox"/> Veteran-Owned<br/> <input type="checkbox"/> Service-Disabled Veteran-Owned<br/> <input type="checkbox"/> HUBZone Certified by SBA<sup>4</sup><br/> <input type="checkbox"/> Alaska Native Corporation or Indian Tribe<sup>6</sup><br/> <input type="checkbox"/> LGBTQ-owned<sup>5</sup> </div> </div> <p><u>Federal Laws and Regulations provide penalties for vendor misrepresentation of size and status information (in accordance with 48-C.F.R.-52.219-1 and 15 U.S.C. 645 (d))</u></p> <p><i>If not a Small Business, check one:</i><br/> <input type="checkbox"/> Large   <input type="checkbox"/> Non-Profit   <input checked="" type="checkbox"/> <b>Non-U.S./Other</b> (including Govt)   <input type="checkbox"/> HBCU/MI***     </p> <p><small>*Small Business Definition: For-profit business of any legal structure, independently owned and operated, not nationally dominant in its field, and physically located and operating in the U.S. or its territories. SB sub-category designations (SDB, WOSB, VOSB, SDVOSB, HUBZone, LGBTQ) reflect 51% ownership and management control by a member(s) of the indicated group. <sup>1</sup> Find your North American Industry Classification System (NAICS) code at <a href="http://www.census.gov/naics">www.census.gov/naics</a> and the pertinent SBA size limit.   <sup>2</sup> Business size tool is based on SBA guidelines and 13-C.F.R.-121. Businesses outside the U.S. may still be counted as SB if they have an operation in the U.S. that makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor.   <sup>3</sup> A firm 51% owned and controlled by both economically and socially disadvantaged individuals. Economically disadvantaged: Individuals with a personal net worth of \$750,000 or less after the exclusion set forth in 13-C.F.R.-124.104(c)(2), adjusted gross income of \$350,000 or less, and \$6 million or less in assets. Socially disadvantaged: Individuals who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities and stemming from circumstances beyond their control; Asian-Owned includes Asian Pacific and Subcontinent Asian. All active 8(a) SBA-certified companies are SDBs.   <sup>4</sup> A HUBZone firm must show an active certification on <a href="#">SAM</a> or SBA's <a href="#">DSBS</a>.   <sup>5</sup> <a href="#">NGLCC</a> or other certifications are accepted but not required.   <sup>6</sup> Alaska Native Corporation (<a href="#">ANC</a>).   <sup>7</sup> Historically Black Colleges and Universities (<a href="#">HBCU</a>) or Minority Institutions (<a href="#">MI</a>).</small></p> | <p><b><u>Subaward Information</u></b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Subaward Amount</div> <div style="width: 60%; border: 1px solid black; text-align: center;">\$150,000.00</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;">Funded Amount</div> <div style="width: 60%; border: 1px solid black; text-align: center;">\$150,000.00</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;">Period of Performance</div> <div style="width: 60%; border: 1px solid black; text-align: center;">Nov. 1, 2024 – April 30, 2025</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;">Subaward Type</div> <div style="width: 60%; border: 1px solid black; text-align: center;">Cost Reimbursement</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;">Purchase Order Number</div> <div style="width: 60%; border: 1px solid black; text-align: center;">67873L</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;">Taxpayer ID Number</div> <div style="width: 60%; border: 1px solid black; text-align: center;">N/A (foreign)</div> </div> <p style="margin-top: 10px;">DPAS Rating:<br/>Not Applicable</p> <p style="margin-top: 20px;"><b><u>Prime Award Info:</u></b><br/>NIAID Grant 1U01AI151378-01</p> <p style="margin-top: 10px;"><i>Ecological dynamics of sandfly-borne viruses in Chiapas, Mexico</i></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;">CFDA Number (if applicable)</div> <div style="width: 60%; border: 1px solid black; text-align: center;">93.855</div> </div> |
| <p>This Subaward is between Research Triangle Institute, under the trade name RTI International (hereinafter referred to as RTI), a nonprofit organization, and Escuela Nacional de Ciencias Biológicas – Instituto Politécnico Nacional (ENCB-IPN), acting as an independent contractor and not as an agent of RTI, (referred to throughout as "Subrecipient"). Subrecipient agrees to deliver all items and perform all services in accordance with the following Subaward Appendices:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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| <ul style="list-style-type: none"> <li>Appendix A: Special Contract Requirements</li> <li>Appendix B: Standard Subaward Terms and Conditions</li> <li>Appendix C: Federal Grant Flow Down Provisions</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>Appendix D: Statement of Work/Budget</li> <li>Appendix E: Sample Release and Assignment</li> <li>Appendix F: Invoice Summary Template</li> </ul>                                                                                                                                                                                 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| <p>This Subcontract embodies the entire agreement between RTI and Subrecipient and supersedes all other agreements either written or oral. Officials signing this Subaward certify that they have legal authority to enter into binding agreements on behalf of their organizations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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In accepting this Subaward, the Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life of this Subaward must be reported immediately to RTI. The Subrecipient agrees to incorporate the Debarment and Suspension certification into any lower-tier subaward or Subcontract that they may enter into as a part of this Subaward.

|                                                                                              |                                                                                                                                        |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Subrecipient Contractual Personnel:</u></b>                                            | <b><u>RTI Contractual Personnel:</u></b>                                                                                               |
| Isaac Juan Luna Romero 57 29 6300 Ext. 46268                                                 | Brigitte Silver 919-248-4532                                                                                                           |
| <b><u>Project Manager:</u></b>                                                               | <b><u>Project Manager:</u></b>                                                                                                         |
| Ivan Flores Rodriguez 52 1 56 1032 5106                                                      | Gretchen Van Vliet 919-541-6238                                                                                                        |
| Signature:  | Signature: Terry George Waterfield<br><small>Digitally signed by Terry George-Waterfield<br/>Date: 2024.11.21 14:04:50 -05'00'</small> |
| Typed Name: Isaac Juan Luna Romero                                                           | Typed Name: Noah Robins                                                                                                                |
| Title: Director                                                                              | Title: Manager, Subcontracts & Small Business                                                                                          |
| Date: 19 de noviembre del 2024                                                               | Date:                                                                                                                                  |



*Isaac*

## **Appendix A: Special Contract Requirements (SCRs)**

### **SCR 1. Federal Award Identification**

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

|                                             |                                                                                     |
|---------------------------------------------|-------------------------------------------------------------------------------------|
| University Name                             | Escuela Nacional de Ciencias Biológicas – Instituto Politécnico Nacional (ENCB-IPN) |
| University's Unique Entity Identifier (UEI) | KXFRD7J6HM95                                                                        |
| Federal Award Identification Number (FAIN)  | 1U01AI151378-01                                                                     |
| Federal Award Date                          | May 18, 2020                                                                        |
| Federal Award Total Amount                  | \$12,533,455.00                                                                     |
| Federal Award Project Description           | Ecological dynamics of sandfly-borne viruses in Chiapas, Mexico                     |
| Federal Awarding Agency                     | NIAID                                                                               |
| CFDA Number and Name                        | 93.855 Allergy and Infectious Diseases Research                                     |
| R&D                                         | <b>Yes</b> <input checked="" type="checkbox"/> No <input type="checkbox"/>          |
| Subaward Indirect Cost Rate                 | See SCR 8: Indirect Rate Indemnity.                                                 |

### **SCR 2. Type of Subaward/Funding (Cost Reimbursement)**

- A. This is a **Cost Reimbursement** Subaward in the amount **\$150,000.00**, for the satisfactory completion of the work requirements found in Appendix D, *Statement of Work/Budget*. The estimated cost is **\$150,000.00**.
- B. Upon completion and RTI acceptance of the work specified herein, University will submit invoice(s) in accordance with the payment provisions established elsewhere herein. In addition to any other available remedies, if, in the opinion of RTI, University fails to perform in accordance with the terms of this Subaward, the RTI Subcontract Administrator may refuse or limit approval of any invoices for payment, and may cause payments to University to be reduced or withheld until such time as RTI determines that University has met the performance terms as established by the Subaward.
- C. The Subaward is funded in the amount of **\$150,000.00**. Accordingly, the Limitation of Funds clause contained elsewhere herein shall apply to the management of this funding allocation. RTI shall bear no legal liability or financial obligation beyond the funded amount stipulated in this paragraph.

### **SCR 3. Prepayment**

**60% Advance Payment** at the beginning of the project to cover fieldwork and the purchase of essential supplies.

**40% Payment** in a second phase to cover additional expenses that may arise during the development of the project.

### **SCR 4. Submission and Payment of Invoices (Cost Reimbursement)**

- A. University shall submit invoices monthly for reasonable, allowable, and allocable costs incurred in the performance of work under this Subaward.
- B. Detailed invoice instructions, which may be amended from time to time, are delineated at the following link, [https://www.rti.org/sites/default/files/supplier\\_invoicing\\_instructions\\_for\\_rti\\_org\\_.pdf](https://www.rti.org/sites/default/files/supplier_invoicing_instructions_for_rti_org_.pdf), and herein. In addition, University shall include the following certification on all invoices:

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward/contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

- C. Allowable Costs. RTI determines the allowability of costs in accordance with the cost principles applicable to the type of entity incurring the costs as follows:
- (1) For-profit organizations. Allowability of costs incurred by for-profit organizations and those non-profit organizations listed in Appendix VIII to 2 CFR 200 is determined in accordance with the for-profit costs principles in 48 CFR part 31 in the Federal Acquisition Regulation.

(2) Other types of organizations. Allowability of costs incurred by other types of organizations that may be subrecipients under a prime award to a for-profit organization is determined in accordance with 2 CFR 200 Subpart E – Cost Principles.

(3) Fee and profit. University may not earn or keep any profit resulting from this Subaward, unless explicitly authorized by the terms and conditions of this Subaward. University may pay a fee or profit to a contractor providing goods or services under a contract.

D. Payment Terms: A properly prepared invoice will be paid within 30 calendar days of receipt. RTI shall promptly notify University of an intention to withhold payment on any portion of a submitted invoice. The **Release and Assignment** form and the **Final Invoice** shall be submitted to RTI within 60 calendar days following completion of the period of performance of this Subaward and the final invoice **must** be clearly marked “**final invoice**” to avoid any returns of the invoice(s) and delays in payment processing. A properly prepared invoice will be approved within 30 days of receipt.

#### **SCR 5. Period of Performance**

The period of performance for this Subaward shall begin on **November 01, 2024** and continue through **April 30, 2025** in accordance with the Appendix B, Standard Terms and Conditions and Appendix D, Statement of Work.

#### **SCR 6. Designation of Contractual Representatives**

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

##### **For RTI**

Brigitte Silver  
RTI International  
Global Supply Chain  
SSES Subaward Subcontracts  
P.O. Box 12194  
Research Triangle Park, NC 27709-2194  
Phone: 919-248-4532  
Email: brigittesilver@rti.org

##### **For Subrecipient/University**

Isaac Juan Luna Romero  
Escuela Nacional de Ciencias Biológicas – Instituto  
Politécnico Nacional (ENCB-IPN)  
Prolongación de Carpio y Plan de Ayala s/n, Col.  
Santo Tomás  
Mexico City, Mexico  
Phone: 57 29 6300 Ext. 46268  
Email: ilunar@ipn.mx

B. The RTI Principal Investigator /Project Manager assigned to this Subaward is **Gretchen Van Vliet**.

C. Invoices are to be submitted to RTI’s Accounts Payable Department via electronic mail at the following address:  
[Accounting@rti.org](mailto:Accounting@rti.org).

#### **SCR 7. Limitation of Funds (Cost Reimbursement)**

A. The parties agree that performance of this Subaward will not cost RTI or RTI’s Client more than the cost specified in the Subaward. University agrees to use its best efforts to perform the work set forth herein within the cost ceiling and the funding amount allocated to the Subaward. RTI may fund this Subaward on an incremental basis. The amount of funding presently committed and available for payment to University is set forth in SCR 1 of this Subaward. In the event this Subaward is not fully funded at the time of award, RTI, at its sole discretion, will incorporate additional funding to support the work requirements as funding is made available to RTI by RTI’s Client. This additional funding will be incorporated into the Subaward by written modification. Funding allocations shall not exceed the cost ceiling established in the Subaward. No costs will be incurred under this Subaward except those costs specifically proposed by University to RTI. RTI is not obligated to reimburse University for costs incurred in excess of the total funding amount allotted by RTI to this Subaward, and; University is not obligated to continue performance under this Subaward or otherwise incur costs in excess of the amount of funding presently allotted to this Subaward.

B. University shall notify the RTI Subcontract Administrator and Project Manager in writing when **75% of the authorized funding** has been expended under the Subaward. The notice shall state the estimated amount of hours and funding required, if any, to continue performance under the Subaward, along with an explanation of why the additional time and/or effort are needed. The Supplier shall not perform beyond the authorized funded amount without the advance written approval of the RTI Subaward Administrator.

**SCR 8. Indirect Rate Indemnity (Cost Reimbursement)**

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

| <b>Indirect Cost</b> | <b>Rate</b> |
|----------------------|-------------|
| Foreign              | 8%          |

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

**SCR 9. Key Personnel**

A. **Isaac Juan Luna Romero** and **Jesus Miguel Torres Flores** are considered essential to the work being performed under this Subaward. By mutual agreement, the list of key personnel may be amended from time to time during the course of this Subaward to either add or delete key personnel as appropriate.

B. During the first ninety (90) calendar days of performance, University shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. University shall notify the RTI Subaward Administrator within ten (10) calendar days after the occurrence of any of these events and provide the information required by Paragraph C below. After the initial ninety (90) calendar day period, University shall submit the information required by Paragraph C to the RTI Subaward Administrator at least ten (10) calendar days prior to making any permanent substitutions.

C. Prior to diverting the above-named personnel to other programs, University shall submit a justification (including the reason for the requested substitution and resumes of the proposed replacement key personnel) in sufficient detail to permit evaluation of the impact of the requested substitution on the program. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The RTI Subaward Administrator will notify University of RTI's decision about the substitutions within twenty (20) calendar days after receipt of all required information.

**SCR 9. Acknowledgement of Risk, Safety Procedures, and Duty of Care**

University acknowledges that there are certain dangers, hazards and risks inherent in international development work. These include, but are not limited to, dangers, hazards and risks relating to weather, strikes, acts of God, quarantine, disease, war (whether or not declared); civil war; insurrection, rebellion, or revolution; military, naval or usurped power; governmental intervention, expropriation, or nationalization; or any act or condition incident to any of the foregoing, and terrorism. By accepting this Subaward and the associated work, the University agrees that RTI does not owe any duty of care regarding any such dangers, hazards, or risks to University or University's employees, agents, contractors, and consultants.

University agrees that RTI is not responsible in any way for the safety, security, or health of University's employees, agents, contractors, and consultants. University verifies that (1) it has obtained any insurance coverage necessary to adequately cover and/or evacuate any staff or consultants working under this Subaward and (2) University's employees, agents, contractors, and consultants have been given any security training University deems necessary to work in high-risk international environments.

## **Appendix B: Standard Subaward Terms and Conditions**

### **Article 1. Definitions**

In this Subaward, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

"Agreement" means the Terms and Conditions Articles set forth herein, the Statement of Work, Subaward, the Federal Acquisition Regulation (FAR) and Agency Supplemental Clauses (as applicable), Code of Federal Regulations (CFR), the Supplier's Technical and Cost Proposal, the Representations and Certifications, and such further documents executed by both Parties and expressly incorporated in this Agreement.

"Client" means RTI's customer who is responsible for funding the Subaward.

"Direct Labor" means Supplier personnel performing work under this Subaward.

"Federal" as used under this Subaward refers to United States of America central government.

"Fringe Benefit Expense Rate" means the direct payroll-related expenses including employer-paid Benefits; Social Security and Medicare (FICA); State Unemployment (SUTA); Federal Unemployment (FUTA); Workers Compensation; and Vacation and Holiday Pay. This rate, as defined, shall satisfy the allowability and allocability requirements of Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles, or 2 CFR 200 Subpart E - Cost Principles, as applicable. The Fringe Expense Rate will be the percentage amount applied to actual Direct Labor expenses incurred under the Subaward.

"General and Administrative (G&A) Expense" means the Supplier's costs of doing business that are not directly associated with the costs of performing this Agreement or the Supplier's other contracts. These expenses, as defined, must satisfy the allowability and allocability requirements of Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles, or 2 CFR 200 Subpart E - Cost Principles, as applicable. Similar to the Fringe Benefit Rate, the G&A Expense Rate will be the percentage amount charged in accordance with the Supplier's established method for allocating G&A.

"Lower tier subcontractor/subrecipient" means any person or firm lower-tier subcontractor/subrecipient for a part of the Work or any person or firm to whom a part of the Work has been subcontracted or subawarded and the legal successors in title to such person or firm, but not any assignee of such person or firm.

"Other Direct Costs (ODCs)" mean those expenses that are directly incurred for the benefit of performing the Work under a specific Subagreement(s). For Subawards and Contracts under Assistance Awards funded with Federal funds, these expenses must satisfy the allowability and allocability requirements of 2 CFR 200 Subpart E - Cost Principles. Generally, these costs consist of approved travel (hotel, meals, air and rail transportation expenses, car rental), pre-approved equipment, classified ads, and reasonable phone expenses directly charged to the project.

"Parties" as used under this Agreement mean "RTI" and "Supplier."

"Pay Rate" means those actual direct labor expenses that are incurred for the benefit of performing the Work under a specific Subagreement(s). For Subawards and Contracts under Assistance Awards funded with Federal funds, these expenses must satisfy the allowability and allocability requirements of 2 CFR 200 Subpart E - Cost Principles. The Supplier's actual Pay Rate(s) solely consists of direct labor (gross hourly wage(s)) expenses that are completely unburdened with profit or any application of G&A, overhead or indirect rate expenses.

"Payment" means the remuneration that RTI has agreed to pay Supplier upon the execution, satisfactory completion, and acceptance of RTI's Work set forth the Subagreement(s) issued under this Agreement.

"Provisional billing rate(s)" means the Supplier's temporary indirect rate ceiling(s) used for the purpose of allowing interim reimbursement of incurred indirect fringe and general and administrative costs. The provisional billing rate(s) remain(s) in effect until a final billing rate is negotiated and settled by the parties for the period in accordance with FAR Part 42.700 and the FAR Allowable Cost and Payment clause or 2 CFR 200 Subpart E - Cost Principles, as applicable. The provisional billing rate(s) will be subject to retroactive redetermination and audit by RTI or RTI's Client in order to preclude substantial overpayments to Supplier. Unless terms of the Agreement stipulate otherwise, the Supplier's provisional billing rates represent RTI's maximum liability for the reimbursement of indirect expenses.

"RTI" means the Research Triangle Institute or RTI International.

"RTI Project Manager" means the designated RTI person who has been provided the technical authority to manage the Work on behalf of RTI. The RTI Project Manager does not have authority to sign and bind RTI to contractual agreements.

"RTI Subaward Administrator" means the designated RTI person(s) who has contractual authority over the Work being performed pursuant to the Subaward. The RTI Subagreement Administrator is the only person authorized by RTI to make changes or amendments to the issued Subagreement.

"Site or Location" means the place(s) provided by Supplier where the Work is to be executed and any other places as may be specifically designated in the Subagreement as forming part of the Site or Location.

"Statement of Work/Technical Specifications" means the services defined and set forth in an individual Subagreement issued hereunder (hereinafter referred to as the "Work"), that the Supplier is responsible for delivering to RTI.

"Subagreement" means the document that the RTI Subagreement Administrator will use in accordance with the terms of this Agreement to authorize and reasonably request the Supplier to commence Work under and subject to the terms of this Agreement. The term "subagreement" includes subcontracts, subawards, contracts, and/or purchase orders issued under this Agreement. Subagreement(s) issued under this Agreement fully incorporate by reference the Terms and Conditions of the Agreement which are set forth herein. The term "Subcontract" will be applicable when RTI's prime agreement is a contract and "Subaward" may be applicable when RTI's prime agreement is a cooperative agreement or a grant in which the Supplier is a Subgrantee or Subrecipient. The term "Contract" will be applicable when RTI's prime agreement is a Federally funded cooperative agreement or grant in which the Supplier is contractor, as defined by 2 CFR 200, who is a provider of services to RTI. The term "Purchase Order" may be applicable when a contractual document is issued by RTI for the purchase of goods and/or non-technical services.

"Subagreement Type" refers to the billing structure and includes Firm Fixed Price, Fixed Unit Rate, Time and Materials, Labor Hour, or Cost Reimbursement, and any category or hybrid thereof. A hybrid subagreement means a subagreement that is a combination of two or more subagreement types.

"Supplier" and "University" means the person or firm whose Cost and Technical Proposal has been accepted by RTI and the legal successors in title to such person, but not (except with the written consent of RTI) any assignee of such person or firm. The term "Subcontractor," "Subrecipient" or "Contractor" may be used in place of Supplier where contextually appropriate and/or necessary.

## **Article 2. Institutional Review Board**

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

## **Article 3. Privity of Subaward**

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

## **Article 4. Independent Contractor**

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

**Article 5. Statement of Work/Budget**

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

**Article 6. Period of Performance and Delays**

University shall strictly adhere to the period of performance set forth in the Appendix A, Special Subaward Requirements. Any changes to the period of performance shall only be authorized by RTI through the issuance of a written and fully executed Subaward modification. In the event of any anticipated or actual delay in performance, University shall: (i) promptly notify RTI in writing (within 5 business days) of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide RTI with a written recovery schedule; and (iii) if requested by RTI, expedite performance or delivery to avoid or minimize delay to the maximum extent possible, unless University is excused from prompt performance as provided in the "Excusable Delays" article of this Subaward.

**Article 7. Consultants/Lower-Tier Subcontracts**

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

**Article 8. Assignment, Delegation, and Subawards**

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

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

**Article 9. Technical Direction**

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

**Article 10. Inspection and Acceptance**

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

**Article 11. Changes and Modifications**

- A. The RTI Subaward Administrator may direct changes within the general scope of the Subcontract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) place of delivery, inspection or acceptance; (iii) amount of RTI-furnished property; and, if the Subaward includes services; (iv) description of services to be performed; and (v) place of performance. University shall comply immediately with such direction.
- B. If any change under this Article causes an increase or decrease in the University's cost of, or the time required for, the performance of any part of this Subaward, the parties shall negotiate an equitable adjustment in the price or schedule, or both, and the RTI Subaward Administrator shall modify the Subaward in writing accordingly.
- C. University must assert its right to an adjustment under this Article to the RTI Subaward Administrator in writing within 30 (thirty) calendar days from the date of University's receipt of the written change order from the RTI Subaward Administrator. In support of the claim for adjustment, University shall provide a written statement describing the general nature of the requested adjustment, as well as a fully supported proposal with the total dollar amount of the requested adjustment. RTI may, at its sole discretion, consider any claim regardless of when asserted. RTI, or mutually agreeable third-party, may examine University's pertinent books and records to verify the amount of University's claim. Failure of the parties to agree upon any adjustment shall not excuse University from performing previously agreed upon work.
- D. Notwithstanding the foregoing provisions of this article, the Subaward ceiling and funded amount shall not be increased or deemed to be increased except by specific written modification of this Subaward indicating the new Subaward ceiling and authorized funded amount. Until such modification is made, University shall not continue performance or incur costs beyond the period of performance or the authorized funded amount as set forth in the Special Subaward Requirement (SCR) Appendix of this Subaward.

**Article 12. Indirect Rate and Audit Indemnity**

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

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

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

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

RTI to Supplier as a result of Supplier's failure to comply with the cost allocability, allowability and reasonableness standards set forth in 48 CFR 31 or 2 CFR 200 Subpart E, as applicable.

**Article 13. Travel**

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

**Article 14. Taxes**

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

**Article 15. Record Retention and Access**

University shall maintain books, records, documents, program and individual service records and other evidence of its compliance with laws and regulations as well as accounting and billing procedures with respect to this Agreement and the Scope of Work set forth herein. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of RTI, or by the United States government, as applicable. University shall retain all such records concerning this Subaward for a period of five (5) years after the completion of the Subaward. If any litigation, claim or audit is started before the expiration date of this five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**Article 16. Confidential Information**

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

The foregoing obligations shall not apply to Confidential Information which:

- is or becomes generally available to the public other than as a result of a disclosure by University;
  - becomes available to University on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party;
  - University develops independently without use of the disclosing party's Confidential Information, as demonstrated by written records and evidence;
  - was in University's possession or known to it prior to its receipt from the disclosing party; or
  - is required by law to be disclosed, provided University notifies the disclosing party promptly and gives the disclosing party an opportunity to seek an appropriate protective order.
- A. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of this Subaward and indefinitely for any Trade Secrets. University shall return or destroy all copies of any Confidential Information it has received from RTI within thirty (30) business days after the effective date of the termination. At the request of RTI, an authorized officer of the University will certify in writing that it has complied with its obligations hereunder.
- B. In the event of any breach or suspected breach of the obligations contained herein, the Receiving Party shall, as applicable and at its expense: (a) notify the Disclosing Party as soon as practicable but no later than seventy-two (72) hours of determination; (b) reasonably cooperate with the Disclosing Party in investigating the occurrence, including making available all relevant records, logs, files, data reporting and other materials required of Disclosing Party to comply with applicable law or as otherwise reasonably required by Disclosing Party; (c) provide all notifications and credit monitoring that may be required of Receiving Party under applicable law; and (d) perform or take any other actions required of Receiving Party to comply with applicable law as a result of the occurrence.

#### **Article 16. Conflicts of Interest**

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

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

#### **Article 17. Patents and Inventions**

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

#### **Article 18. Right to Publish/Release of Information**

- A. University reserves the right to publish the results of Studies. University will, however, notify RTI and will submit a draft of the manuscript to RTI for comments at least sixty (60) days prior to submission for publication or oral presentation. RTI shall notify University in writing within thirty (30) days of receipt of such draft whether such draft contains information deemed to be confidential, or information that if published within thirty (30) days would have an adverse effect on a patent application in which RTI owns full or part interest or intends to obtain an interest from University pursuant to this Agreement. In the latter case RTI has the right to request a delay and University agrees to delay said publication for a period not exceeding ninety (90) days. In any such notification, RTI shall indicate with specificity to what manner and degree University may disclose said information. It is the intent of the parties that no publication will contain any confidential information disclosed by RTI without RTI's prior written permission.
- B. University and RTI mutually agree not to use the other party's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or

publicity purposes of any form related to this work or data developed hereunder, unless such materials have received prior written approval of the other party. Approvals shall not be unreasonably withheld. Unless specifically restricted in an individual Subagreement, use of either party's name may be made in internal documents, annual reports, and data bases which are available to the public and which identify the existence of the research project by title, principal investigator, sponsor, period of funding, amount of award and abstract of the project.

- C. University shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by RTI, except as authorized by RTI in the performance of services or work under an individual Subagreement.
- D. Any program, document, data or information supplied by University to RTI's Client through RTI may be used, copied or disclosed by Client as necessary in the normal course of its business, subject to any copyright of University in such materials and any notices or legends appearing thereon, provided (1) University is entitled to place such notices or legends and (2) no other provisions of this Agreement or an individual Subagreement (including, if applicable, any CFR or FAR Clauses set forth in, or incorporated into, this Agreement) prohibit or limit the effectiveness of such copyright or notice or legend.
- E. Nothing herein shall be construed or interpreted to limit or in any way restrict the rights of any Client including without limitation the federal government of the United States regarding data such Client owns or has a right to use, including the right to authorize University's use of such data in direct contracts between University and such Client.

#### **Article 19. Infringement Representation**

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

#### **Article 20. Indemnification**

- A. University agrees to defend, indemnify and hold harmless RTI, its governors, officers, employees, and agents, from any and all actions, claims, damages, expenses, costs (including legal costs), debts, liabilities and all causes of action (1) as a result of any damage or injury to RTI or its employees, agents, or properties or to any third party or its property what is directly or indirectly caused by the negligence, willful misconduct, breach of this Subaward, or a violation of statutory duties of University, or its employees, officers, directors, or agents, resulting from or relating to performance of this; and (2) as a result of any personal injury, death, loss, or property damage, to University or its employees, agents, contractors, and consultants resulting from or relating to performance of this Subaward. University understands and agrees that this duty to indemnify and defend extends to employment-related actions filed or threatened against RTI by University's employees and University's contractor's employees, including but not limited to claims of wrongful discharge, discrimination, harassment, retaliation, and any other labor- or employment-related claims.
- B. RTI shall promptly notify University of any claim which is covered by this provision. University shall, in a diligent and timely manner, (i) brief RTI on all material information pertaining to a Claim and University's efforts to defend against the Claim; and (ii) respond to reasonable inquiries by RTI regarding such Claim or defense. Any cooperation which an Indemnitee provides University at University's request with regard to defending against a Claim shall be at the sole expense of University. RTI may, in its sole discretion, participate in any defense or settlement of a Claim and/or appoint adequate counsel, at University's sole expense, to defend an Indemnitee against a Claim. University shall not enter into any settlement, consent or other like resolution of a Claim without RTI's written approval, which RTI shall not unreasonably withhold. The issuance of such approval shall not waive or otherwise limit the indemnity rights of an Indemnitee under this Article.

#### **Article 21. Governing Law**

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

**Article 23. Compliance with Laws**

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

**Article 24. Excusable Delays**

Neither Party hereto shall be in default because of any failure to perform under the terms of this Subaward if the failure arises from any incident or circumstance beyond the affected Party's control. A United States (U.S.) government shutdown and any interruption in the U.S. government's operations shall constitute an incident or circumstance beyond the affected Party's control if the Party affected informs the other Party immediately in accordance with the requirements of Paragraph (B) below.

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

**Article 25. Stop Work Order**

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

**Article 26. Disputes**

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

**Article 27. Litigation and Labor Disputes**

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

## Article 28. Termination/Cancellation

### *Termination for Default*

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

### *Termination for Bankruptcy*

- B. If either party shall be adjudged bankrupt, or become insolvent or file for voluntary bankruptcy or be subjected to involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, then the other party, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Subaward, or any part hereof, by written notice to the bankrupt party and shall have the right there to retain possession of all materials, equipment and the like, the cost of which has not been reimbursed by the bankrupt party to the other party. In such cases of termination, the other party shall be relieved of all further obligations hereunder.

### *Termination for Convenience*

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

## Article 29. Insurance

- A. Upon execution of this Agreement, University certifies that it maintains and also that it shall require any lower-tier contractor or subrecipient to maintain throughout this Agreement the following insurance at, or in excess of, the limits detailed below.

| Country | Workers Compensation (WC)                                                  | Employers Liability (EI) | Personal Accident (PA)                  | General Third Party Liabil | Professional Liability | Auto Liability (BI = Third Party Bodily Injurv. PD + Third Party Property Damage)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------|----------------------------------------------------------------------------|--------------------------|-----------------------------------------|----------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mexico  | State Scheme under Social Security legislation. No certification required. | to be added to GL policy | Minimum Death Benefit 3 x Annual Salary | 500,000                    | 100,000                | The Federal District Assembly passed a law in 1997 (Seguro Obligatorio para el Uso de Vehiculos Automotores - SUVA), to introduce compulsory BI cover. Due to a change in government it was only enacted for Public Transport Vehicles (however this applies nationally for vehicles carrying fare paying passengers). Nueva Leon and Chihuahua have legislation requiring compulsory coverage. Users of toll roads have a form of coverage applicable only while on the road. Commercial vehicles on any Federal Highway are required to have compulsory BIPD coverage. As all of these limits are quite low, we require a minimum of US\$ 50,000 combined for BIPD. |

- B. The required levels of insurance coverage for work performed outside of the United States by non-U.S. vendors shall be based on the customary insurance practices in the country of the vendor and the country where the work is being performed, as directed by the RTI Subagreement Administrator, and as provided by the World Bank. These requirements currently can be found at the following link: <http://www.worldbank.org/en/about/corporate-procurement/vendors/insurance-requirement>. This link is not maintained by RTI and as such may not remain active. In

no event shall the failure of the link relieve University from its obligation to maintain insurance at levels directed by the RTI Subagreement Administrator.

- C. University's insurance policy shall name as an additional insured:

"RTI International and its subsidiaries, affiliates, officers, directors, and employees"

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

RTI International  
Global Supply Chain  
3040 Cornwallis Road  
Research Triangle Park, NC 27709  
Attention: Brigitte Silver  
Email: [brigittesilver@rti.org](mailto:brigittesilver@rti.org)

### **Article 30. Standards of Ethics and Business Conduct**

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

### **Article 31. Executive Order on Terrorism Financing**

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

### **Article 32. International Trade Compliance (Exports and Imports)**

- A. Each Party agrees to comply with applicable federal, state or local laws, orders, regulations and/or ordinances, including without limitation, those of their respective countries of incorporation or principal place of business, as applicable under these Terms, including without limitation, International Trade Compliance (ITC) Laws. "ITC Laws" mean the import, customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of Technical Data, goods or Services including, without limitation, the (i) Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (the "ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999, enforced by the U.S. Department of Treasury; (v) International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C., § 1701 et. Seq.; (vi) Customs regulations administered by U.S. Customs and Border Protection, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vii) applicable import, customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.
- B. Export Licensing Responsibility. If this Agreement requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under this Agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The Parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third

party required by such Party to perform its obligations under this Agreement. Failure to obtain any required documentation or information from a third party shall result in the third party's exclusion from the government authorization. The Parties shall exchange copies of all government export authorizations related to the Technical Data, or Services, and all provisions or conditions or information relating to the authorization, including but not limited to, any restriction on sublicensing, retransfer, resale or re-export, any requirement for non-disclosure agreements, and any limitation on individuals having access to Technical Data, or Services. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation (e.g., Destination Control Statements, Electronic Export Information filed via Automated Export System) are properly completed and timely filed.

- C. Export and Import Classification. Where known, or where either Party is the design authority for the Technical Data or Services that are subject to this Agreement, such Party shall provide the other Party with (i) the applicable Harmonized Tariff Schedule Number, (ii) either (a) the United States Munitions List ("USML") category of such Technical Data or Services that are controlled by the ITAR, or (b) the Export Control Classification Number ("ECCN") of such Technical Data or Services that are controlled by the EAR, including the ECCN of components comprising the Technical Data and/or Services if such classification differs from the ECCN of the Technical Data and/or Services, and (iii) any analogous classification under any other applicable law. Upon request, either Party shall provide the other Party annually with its DDTC registration expiration date.
- D. Marking of Technical Information: Sensitive, export-controlled technical information shall be marked as "Export-controlled, [ECCN or ITAR category ref.] applicable" in accordance with the above paragraph classification and/or marked according to applicable U.S. government agency policy guidelines governing Controlled Unclassified Information "CUI".
- E. Client shall immediately notify the RTI Contractual Contact if Client, or any lower-tier subcontractor is, or becomes, listed in any Denied or Restricted Parties list or if Client's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. The Client shall also notify RTI of any pending administrative enforcement action concerning Client, or any lower-tier subcontractor, that may result in inclusion on any restricted list.
- F. Client shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Client, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Section.
- G. The Supplier shall include the substance of this clause in all lower-tier subcontracts and subawards.

### **Article 33. Foreign Corrupt Practices Act**

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

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

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

**Article 34. Validity and Waiver**

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

**Article 35. Combating Trafficking in Persons**

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

**Article 36. Electronic Contracting**

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

**Article 37. Debarment and Suspension**

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

**Article 38. Survivability**

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

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

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

**Article 39. Order of Precedence**

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

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

4. the Statement of Work, Appendix D; and
5. all other attachments incorporated herein by reference.

**Article 40. Sustainability**

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

**Article 41. Language Requirements**

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

**Article 42. HIPAA Business Associate Training Addendum**

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

**Article 43. Use of Artificial Intelligence**

Without RTI's prior written consent, University will not, and shall ensure that its own subcontractors do not, (1) use any artificial intelligence ("AI") software, tools, or technologies including, without limitation, natural language processing, deep learning algorithms, machine learning models or other generative AI in the performance of the Services or Work or in the creation of any Deliverables or (2) use AI to analyze, process, or store any RTI proprietary or confidential information.

Subject to any such consent, University represents and warrants that (1) Services, Work, and Deliverables are or will be the result of independent, original efforts by University and its subcontractors without the use of any AI for any purpose, (2) University and its subcontractors have used due diligence and best practices when employing AI tools and methods to produce such Services, Work, and Deliverables, and (3) University has a reasonable belief that the AI tools and methods used to produce such Services, Work, and Deliverables are fair, secure, private, unbiased, trustworthy, and reliable.

**Article 44. Entire Agreement**

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

## **Appendix C: Federal Grant Flowdown Provisions**

The following Code of Federal Regulations (CFR) clauses are incorporated herein by reference with the same force and effect as if they were given in full text, and are applicable to this Subaward. The full text of the CFR clauses may be found at <http://www.gpoaccess.gov/cfr/index.html>. University agrees to flow down all applicable CFR clauses to lower-tier subrecipients.

- A. Unless one of the exceptions provided in (B) below shall apply: the term "Cooperative Agreement" or "Grant" shall mean "Subaward"; the term "Awardee" or "Recipient" shall mean "University"; the term "Government" or "Covered Entity" shall mean "RTI"; and the term "Contracting Officer" or "Grants Management Specialist" shall mean the "RTI Subaward Administrator or other authorized individual."
- A. The following instances are exceptions to the general rules as provided in (A) above:
  - 1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime Awardee/Recipient specifically;
  - 1. Where access to proprietary financial information or other proprietary data is required; or
  - 2. Where interpretation in accordance with the rules stated above would place RTI in a position of violating the equivalent or related provisions of the Prime Grant whereas construction of the terms without modification would not.
- B. References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere in this Subaward. No provision herein shall be taken to imply any direct access on the part of the University to the Disputes process as defined in the terms of the Prime Grant.
- C. The following CFR provisions are incorporated herein:
  - 1) Equal Employment Opportunity, 41 CFR, Part 60
  - 2) Rights to Inventions Made Under a Contract or Agreement, 37 CFR, Part 401
  - 3) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq)
  - 4) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 45 CFR Part 93
  - 5) Debarment and Suspension (E.O. 12549 and 12689) 2 CFR Part 180
  - 6) By acceptance of this Subaward, University agrees to comply with the applicable Federal requirements for grants and cooperative agreements and to the prudent management of all expenditures and actions affecting this Subaward. In addition to the terms and conditions presented in this Subaward, University's performance under this Subaward shall follow and comply with the requirements of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, standards and **42 USC 241 and 31 USC 6305 42 CFR 52****
- E. Other Client Regulations and Policies that Apply:

### **Financial Management**

- A. By execution of this Subaward, University certifies that it has and will maintain a financial management system that meets the requirements of 2 CFR §200.302. University shall notify RTI should compliance with this requirement change during the Subaward period.
- A. The financial management system of University must provide for the following:
  - (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
  - (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.328 Financial reporting and 200.329 Monitoring and reporting program performance. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the

documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

- (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See §200.303 Internal controls.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to implement the requirements of §200.305 Payment.
- (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

### **Internal Controls**

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

### **Annual Audit**

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

### **Trafficking in Persons**

- a. Provisions applicable to a Subrecipient that is a private entity.
  1. You as the Subrecipient, your employees, lower-tier subrecipients under this Subaward, and lower-tier subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the Subaward is in effect;
    - ii. Procure a commercial sex act during the period of time that the Subaward is in effect; or
    - iii. Use forced labor in the performance of the Subaward or lower-tier subawards under the Subaward.
  2. We as the Subawarding agency may unilaterally terminate this Subaward, without penalty, if you or a lower-tier subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this Subaward term; or

- ii. Has an employee who is determined by the RTI Subaward Administrator authorized to terminate the Subaward to have violated a prohibition in paragraph a.1 of this Subaward term through conduct that is either—
    - A. Associated with performance under this Subaward; or
    - B. Imputed to you or the lower-tier subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the prime award's awarding agency.
- a. Provision applicable to a subrecipient other than a private entity. We as the Subawarding agency may unilaterally terminate this Subaward, without penalty, if a lower-tier subrecipient that is a private entity—
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Subaward term; or
  - 2. Has an employee who is determined by the RTI Subaward Administrator authorized to terminate the Subaward to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this Subaward; or
    - ii. Imputed to the lower-tier subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the prime award's awarding agency.
- b. Provisions applicable to any subrecipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this term.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Subaward.
  - 3. You must include the requirements of paragraph a.1 of this term in any lower-tier subaward you make to a private entity.
- c. Definitions. For purposes of this term:
  - 1. "Employee" means either:
    - i. An individual employed by you or a lower-tier subrecipient who is engaged in the performance of the project or program under this Subaward; or
    - ii. Another person engaged in the performance of the project or program under this Subaward and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

### **Additional Invoice Instructions**

In addition to the invoice instructions set forth in the above-mentioned Master Service Agreement, Subrecipient shall submit an invoice summary page as incorporated herein with each invoice submission. Subrecipient may use its own invoice summary format if such is substantially similar to the template provided in this Subaward.

### **Anti-Kickback**

Subrecipient warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to RTI's employees, associates, agents or representatives for the purpose of securing this Subaward or securing favorable treatment under this Subaward. The Anti-Kickback Act of 1986 is hereby incorporated into this Subaward as a condition of acceptance. If you have reasonable grounds to believe that a violation may have occurred, you

should report this suspected violation to Research Triangle Institute's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to [Ethics@rti.org](mailto:Ethics@rti.org). Subrecipient may report a suspected violation anonymously.

### **Prime Flow-downs**

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute Of Allergy And Infectious Diseases of the National Institutes of Health under Award Number U01AI151378. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator's Financial Conflict of Interest (FCOI), in accordance with the 2011 revised regulation at 42 CFR Part 50 Subpart F. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website <http://grants.nih.gov/grants/policy/coi/> for a link to the regulation and additional important information.

### **SECTION III – STANDARD TERMS AND CONDITIONS – 5U01AI151378-04**

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

The grant program legislation and program regulation cited in this Notice of Award.

b. Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.

c. 45 CFR Part 75.

d. National Policy Requirements and all other requirements described in the NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.

e. Federal Award Performance Goals: As required by the periodic report in the RPPR or in the final progress report when applicable.

f. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm> for certain references cited above.)

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

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is excluded from Streamlined Noncompeting Award Procedures (SNAP).

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

This award has been assigned the Federal Award Identification Number (FAIN) U01AI151378. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

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

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

Recipients must administer the project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and comply with applicable conscience protections. The recipient will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws requires taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/>.

- Recipients of FFA must ensure that their programs are accessible to persons with limited English proficiency. For guidance on meeting the legal obligation to take reasonable steps to ensure meaningful access to programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-englishproficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on an institution's specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment; see <https://www.hhs.gov/civil-rights/for-individuals/sexdiscrimination/index.html>. For information about NIH's commitment to supporting a safe and respectful work environment, who to contact with questions or concerns, and what NIH's expectations are for institutions and the individuals supported on NIH-funded awards, please see <https://grants.nih.gov/grants/policy/harassment.htm>.
- For guidance on administering programs in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated antidiscrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75. This term does not apply to NIH fellowships.

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

This award is subject to the NIAID Clinical Terms of Award incorporated by reference, and can be accessed via the following World Wide Web address: <https://www.niaid.nih.gov/grantscontracts/niaid-clinical-terms-award> All submissions required by the NIAID Clinical Terms of Award must be forwarded electronically to the NIAID Program Official identified on this Notice of Award.

Highly Pathogenic Agents: NIAID defines a Highly Pathogenic Agent as an infectious Agent or Toxin that may warrant a biocontainment safety level of BSL3 or higher according to the current edition of the CDC/NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL) (<https://www.cdc.gov/labs/BMBL.html>). Research funded under this grant must adhere to the BMBL, including using the BMBL-recommended biocontainment level at a minimum. If the Institutional Biosafety

Committee (IBC) (or equivalent body) or designated institutional biosafety official recommends a higher biocontainment level, the higher recommended containment level must be used.

#### **Access to Research**

By signing this Subaward, University agrees to provide access to copies of all lab notebooks, all data, and all documentation that supports the research outcomes as described in the progress report, to RTI with a frequency of no less than once per year, in alignment with the timing requirements for Research Performance Progress Report described in Appendix D: Statement of Work / Budget. University will make such data available via Microsoft Teams.

## **Appendix D: Statement of Work/Budget**

CREID Pilot Research Program  
Summary Review Statement

**CREID Pilot Research Program  
SUMMARY REVIEW STATEMENT  
(Privileged Communication)**

|                                  |                                                                                     |
|----------------------------------|-------------------------------------------------------------------------------------|
| <b>Principal Investigator(s)</b> | Jesus Miguel Torres Flores                                                          |
| <b>Applicant Organization:</b>   | Escuela Nacional de Ciencias Biológicas – Instituto Politécnico Nacional (ENCB-IPN) |
| <b>Project Title:</b>            | <i>Ecological dynamics of sandfly-borne viruses in Chiapas, Mexico</i>              |

|                           |                                   |                                 |
|---------------------------|-----------------------------------|---------------------------------|
| <b>Project Year<br/>1</b> | <b>Direct Costs<br/>Requested</b> | <b>Estimated<br/>Total Cost</b> |
| _____                     | _____                             | _____                           |
| <b>TOTAL</b>              |                                   |                                 |

---

**ADMINISTRATIVE BUDGET NOTE:** The budget shown is the requested budget and has not been adjusted to reflect any recommendations made by reviewers. If an award is planned, the final costs will be calculated by RTI grants management staff based on reviewer recommendations and programmatic review.

*Principal Investigator(s):* Jesus Miguel Torres Flores

**SUMMARY OF DISCUSSION:**

Reviewers found this to be a strong proposal with well-described and clear specific aims, objectives, and methodology. There is a good justification for the research gap that the proposed study would address, and a nice description of the data collection procedures. The mentoring plan is strong, albeit lacking some details on the roles of each mentor. The study also has clear relevance to the CREATE-NEO Research Center, although the proposal does not describe any planned interactions or collaboration with CREATE-NEO. Reviewers noted minor concerns about the lack of detail in the analysis plan.

Strengths

- Strong, clearly written specific aims.
- Clear methodology and objectives
- Good description of data collection to address each of the specific aims.
- Significant topic, of particular relevance in Mexico
- Identifies the research gap that the study seeks to address.
- Detailed and appropriate mentoring plan

Weaknesses

- No discussion of how the team will engage and collaborate with the CREATE-NEO research center, despite excellent topical alignment with CREATE-NEO.
- The biostatistical reviewer commented that nothing is patently wrong with the proposed biostatistical plan, but that the plan is missing important detail.
- Minor feasibility concern about completing the study within one year given the need to recruit a new staff member.

**DESCRIPTION (provided by applicant):**

In Mexico, entomovirological surveillance focuses on dengue, Zika, and chikungunya viruses therefore targeting *Aedes* mosquitoes. However, approximately 40% of the suspected cases of viral febrile infections that occur annually in the country remain of unknown etiology, suggesting other hematophagous arthropods may play an active role in transmitting both known and previously undiscovered viruses. While sandflies in Mexico are primarily studied as vectors of human Leishmaniasis, emerging evidence points to their clinical relevance as vectors of members of the *Phlebovirus* genus in the Americas. Yet, despite the rich diversity of sandflies in Mexico's southern border, particularly in Chiapas with 36 reported species, there has been limited research dedicated to characterizing their potential as vectors for mammalian viruses, including phleboviruses and other yet-to-be described viral agents. We *hypothesize* that human influence has impacted the distribution, abundance, and diversity of sandfly populations in the state of Chiapas, creating new areas of overlap between human populations, the enzootic reservoirs of vast diversity of phlebotomine transmitted viruses, and sandfly species willing to feed on both, thereby elevating the potential for spillover of

CREID Pilot Research Program  
Summary Review Statement

these viruses. To test this hypothesis, we have the following aims 1) Characterize the ecological distribution of sandfly populations in Chiapas across an environmental gradient encompassing peri-urban, rural, and sylvatic areas using DNA barcoding and Ecological Niche modelling 2) Determine the host range of the hematophagous sandfly species identified in Aim 1 across an environmental gradient by single sandfly metatranscriptomics, and 3) Describe the RNA Virome of Sandflies Across Diverse Ecological Niches using RNAseq.

Scoring Guidance

Scale for scores: 1 - 9, with 1 being highest impact, 9 being lowest impact. Only use whole numbers for each scored review criteria.

The Pilot Research Program scale for scores was adapted from the NIH scale for research grant applications. The CREID Program incorporates additional scoring criteria for capacity building and mentoring in addition to the research.

Scoring Table\*

| Degree of Impact                                                                                 | Impact Score | Descriptor   | Additional Guidance on Strengths/Weaknesses         |
|--------------------------------------------------------------------------------------------------|--------------|--------------|-----------------------------------------------------|
| High                                                                                             | 1            | Exceptional  | Exceptionally strong with essentially no weaknesses |
|                                                                                                  | 2            | Outstanding  | Extremely strong with negligible weaknesses         |
|                                                                                                  | 3            | Excellent    | Very strong with only some minor weaknesses         |
| Moderate                                                                                         | 4            | Very Good    | Strong but with numerous minor weaknesses           |
|                                                                                                  | 5            | Good         | Strong but with at least one moderate weakness      |
|                                                                                                  | 6            | Satisfactory | Some strengths but also some moderate weaknesses    |
| Low                                                                                              | 7            | Fair         | Some strengths but with at least one major weakness |
|                                                                                                  | 8            | Marginal     | A few strengths and a few major weaknesses          |
|                                                                                                  | 9            | Poor         | Very few strengths and numerous major weaknesses    |
| Definitions                                                                                      |              |              |                                                     |
| Minor: easily addressable weakness that does not substantially lessen the impact of the project. |              |              |                                                     |
| Moderate: weakness that lessens the impact of the project.                                       |              |              |                                                     |
| Major: weakness that severely limits the impact of the project.                                  |              |              |                                                     |

\* <https://www.niaid.nih.gov/grants-contracts/scoring-summary-statements#A4>

Instructions given to reviewers on scoring impact:

Reviewers provided an overall impact score to reflect their assessment of the likelihood for the project to exert a sustained, powerful influence on the research field(s) involved, in consideration of the following scored and unscored review criteria. An application does not need to be strong in all categories to be judged likely to have major scientific impact.

Reviewer Scores:

|                                               | Reviewer 1 | Reviewer 2 | Reviewer 3 |
|-----------------------------------------------|------------|------------|------------|
| Overall Impact                                | 3          | 3          | 3          |
| Research Rationale, Strategy, and Feasibility | 4          | 3          | 2          |
| Significance & Impact                         | 3          | 1          | 3          |

CREID Pilot Research Program  
Summary Review Statement

|                                             |   |   |   |
|---------------------------------------------|---|---|---|
| Personnel                                   | 2 | 1 | 4 |
| Environment                                 | 2 | 1 | 4 |
| CREID Research Center<br>Collaboration Plan | 4 | 2 | 3 |
| Mentoring Plan                              | 3 | 1 | 4 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <p><b>Statistics Review Levels:</b></p> <ol style="list-style-type: none"> <li>0. <b>No problems:</b> there are no statistical issues, and the proposal can be carried out as written.</li> <li>1. <b>Minor problems:</b> there is not enough detail, or the statistical approach can be fixed with minor changes or mentoring.</li> <li>2. <b>Major problems:</b> there are statistical issues that are serious enough to derail the research effort without major changes to the proposal and extensive mentoring.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>Overall<br/>Statistics Score</b></p> |
| <p><b>Strengths</b></p> <ul style="list-style-type: none"> <li>This appears to be a well thought out study that clearly identifies a strategy for collecting the data to answer their research questions.</li> </ul> <p><b>Weaknesses</b></p> <ul style="list-style-type: none"> <li>Aim 1: while non-parametric statistics are appropriate for small Ns with unknown distributions, it is unclear what will be compared using them. The dependent variable will be species diversity measures (e.g., Shannon-Wiener index) but the comparison groups are not nor are the number of individual entities in each group. Is it N=3 for collection sites? Or is it some other N for the sylvatic, rural, and peri urban environments?</li> <li>Aim 2: they discuss calculating log odds from 2x2 tables, which is fine, but it is difficult to understand what comprises the tables. They state, "Blood meal origin data obtained from the 5 most abundant sandfly species will be grouped into broader vertebrate taxonomic groups (e.g., non-human primates, rodents, birds)." Does that indicate a series of 2x2 tables based on taxonomic groups?</li> <li>Aim 3: this reads as mostly descriptive; however, they state "we will select the most suitable model after assessing the error of each individual estimate." With specifying what the measure of error is or what the assessment would look like. Is it a nested test? An information criterion?</li> </ul> | <p><b>1<br/>(Minor<br/>problems)</b></p>   |

SCORED REVIEW CRITERIA

Overall Impact:

---

This project proposes to investigate sandflies as vectors of understudied viruses across a gradient of urbanization in Chiapas, Mexico, focusing on how anthropogenic land use may be altering spillover risk. The proposal was very well-written, with informative figures, and the aims built upon each other in a clear way. The project should generate valuable data on the distribution and virome of sandflies, which will be shared with local public health authorities. The PI will be supported by a team of researchers, as well as strong mentorship from CREATE-NEO and CREID-ECA. The proposal could be improved with a power analysis to determine whether the anticipated number of collected sandflies will be sufficient to answer the research questions. The data management and sharing plan provided excellent detail.

The goal of this study is to define the distribution, abundance, and diversity of sandfly populations in the state of Chiapas, Mexico. In aim 1, the PI will study 1000 – 2000 sandfly specimens from low and high land cover and land use change (LCLUC) areas. In aim 2, the PI will compare sandfly bloodmeal compositions from specimens acquired across LCLUC areas. In aim 3, RNA viromes of sandflies across diverse LCLUC will be determined and correlated with sandfly diversity. Strengths are the team has proven expertise in viral discovery and sequencing, and an active on-going Chiapas sandfly surveillance site for specimen acquisition. Study design is robust and well-thought out. Weaknesses include the need for the PI to recruit a new graduate student, so it's not clear if the aims will be completed within the proposed year. There was no detailed justification about the specimen sample size needed. The collaboration and benefits to the Chiapas site with any ongoing CREID-NEO or CREID-ECA sandfly surveillance programs was unclear. Despite these minor weaknesses, the potential knowledge gained from this study will lead to a better understanding of the diversity of sandflies in southern Mexico and create a pool of samples which could be used in future studies.

The overall objective of this proposal is to conduct an analysis of the environmental and anthropogenic factors influencing sandfly populations in Chiapas, Mexico, and to correlate their diversity and distribution in different land cover types with metagenomic and viromic data in order to assess their blood-feeding habits and their effects on disease occurrence. The PI has a clear idea of what they want to do, with a clear methodology and several well-defined objectives. The mentoring plan and capacity building are also considered. The proposed work will provide important knowledge and techniques in the field.

#### 1. Research Rationale, Strategy, and Feasibility:

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths | <ul style="list-style-type: none"> <li>• The project will advance knowledge of viruses carried by sandflies, as well as the influence of urbanization/land use on sandfly distribution and viral diversity.</li> <li>• The overall strategy and methods are generally clear and appear appropriate for accomplishing the project goals.</li> <li>• Potential problems and alternative strategies are well thought out.</li> <li>• The data management and sharing plan provided good detail on the data that will be generated and how they will be made available.</li> </ul> |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CREID Pilot Research Program  
Summary Review Statement

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <ul style="list-style-type: none"> <li>• The PI will sample 1000 – 2000 sandflies to determine diversity, and virome composition will be studied in a subset of specimens.</li> <li>• Chiapas site is established, and the PI has well defined collection and study methods.</li> <li>• The mentors and PI team are experienced in the methods proposed.</li> <li>• Statistical significance is addressed for aim 3.</li> <li>• The project aims are achievable and will provide scientific and technical knowledge.</li> <li>• The proposal has 3 specific aims clearly defined and tied to research questions.</li> <li>• Each specific aim with a clear methodology, but also an indication of potential problems and strategies as well as the expected outcomes.</li> <li>• The work as proposed can be done in the designated time period and with the budget proposed.</li> </ul> |
| Weaknesses | <ul style="list-style-type: none"> <li>• The project may be ambitious for a one-year timeline.</li> <li>• There was no description of whether the anticipated sample size will be sufficient to answer the research questions, and what will happen if sampling does not result in the anticipated number of sandflies.</li> <li>• Details on the ecological niche modeling were sparse, and there was no mention of land use/land cover variables, which would seem to be important given the expectation of human influence on sandfly distribution.</li> <li>• The single-sandfly metatranscriptomics technique has not been tested yet; an alternative strategy of cytB sequencing is provided but it was unclear whether this technique will allow all components of the research aim to be addressed.</li> <li>• No justification for sandfly sample size (100 – 2000).</li> </ul> |

2. Significance & Impact:

|           |                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths | <ul style="list-style-type: none"> <li>• The project is consistent with the CREID network's mission to expand knowledge of emerging diseases, including arboviruses.</li> <li>• The project will gather data on the understudied topic of viruses carried by sandflies.</li> <li>• Information will be shared with local health authorities to improve viral surveillance in Mexico.</li> </ul> |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CREID Pilot Research Program  
Summary Review Statement

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <ul style="list-style-type: none"> <li>• The PI will study the distribution, abundance, and diversity of sandfly populations in the state of Chiapas, Mexico to understand their potential as vectors for mammalian viruses. The diversity of species and their potential to transmit viruses, such as bunyaviruses, is lacking.</li> <li>• The proposal will provide the first data in this region on the study of viruses in sandflies.</li> <li>• This project will reveal the impact of human activity on the diversity, distribution and feeding habits of blood-sucking sandflies.</li> <li>• The results will form the basis for future efforts to control the spread of sandfly-borne viruses.</li> <li>• This study, the first of its kind in Mexico, will attempt to identify the viruses present in sandflies and likely to infect humans.</li> <li>• This type of vector surveillance will be a first in Mexico.</li> </ul> |
| Weaknesses | None noted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

3. Personnel:

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths | <ul style="list-style-type: none"> <li>• PI Torres Flores is experienced in molecular virology and working with mosquito-borne viruses.</li> <li>• The PI will be supported by a team including graduate students, a postdoc, and external collaborators.</li> <li>• Mentor Hanley is an expert in arbovirus research and has already been conducting research in Chiapas on sandflies as vectors of VSV.</li> <li>• Mentor Seifert brings expertise in next-gen sequencing and ecological niche modeling.</li> <li>• Drs. Hanley and Seifert are excellent scientists with complementary expertise in virology, evolutionary virology, and entomology, and they are more than qualified to complete this study.</li> <li>• Letters of support from mentors and National Polytechnic Institute have been provided.</li> <li>• The PI has surrounded themselves with people who will help do the work.</li> <li>• The mentors have the knowledge and experience to supervise this project.</li> <li>• Principal investigator effort levels are appropriate.</li> </ul> |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CREID Pilot Research Program  
Summary Review Statement

|            |                                                                                                                                                                                                                                                                                                                                     |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Weaknesses | <ul style="list-style-type: none"> <li>• Most of the non-virology techniques (e.g., sandfly collection, species IDs, ecological niche modeling) appear to be the responsibility of other team members beyond the PI and mentors.</li> <li>• There is no clear indication of the effort levels of other co-investigators.</li> </ul> |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

4. Environment:

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths  | <ul style="list-style-type: none"> <li>• The facilities and equipment appear to be sufficient to carry out the proposed studies.</li> <li>• The LNVyVT already conducts arbovirus research with facilities up to BSL-3</li> <li>• The National Laboratory of Vaccinology and Tropical Viruses, National School of Biological Sciences, National Polytechnic Institute, Mexico City, Mexico is an outstanding environment with excellent research facilities and resources.</li> <li>• The PI has strong institutional support and access to laboratory space, equipment, BSL-3 and -2 facilities.</li> <li>• Great training opportunities via CREATE-NEO and CREID-ECA.</li> <li>• Good collaborative environment with several institutions.</li> <li>• Facilities and resources are adequate.</li> </ul> |
| Weaknesses | Organizational support is not clearly mentioned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

5. CREID Research Center Collaboration Plan:

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths | <ul style="list-style-type: none"> <li>• The project fits with CREATE-NEO's focus on emerging arboviral threats, and expands its study scope both geographically (Mexico) and in vector focus (sandflies)</li> <li>• The RC roles are complementary and will provide different support to the PI.</li> <li>• The Coordinating Research on Emerging Arboviral Threats Encompassing the Neotropics (CREATE-NEO) and Center for Research in Emerging Infectious Diseases-East and Central Africa (CREID-ECA) are the CREID collaborating Research Centers. This proposed sandfly study will complement their efforts in Latin America.</li> <li>• The PI will have access to CREATE-NEO and CREID-ECA expertise via collaboration with Drs. Hanley and Seifert and attendance of the CREATE-NEO meetings.</li> </ul> |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CREID Pilot Research Program  
Summary Review Statement

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <ul style="list-style-type: none"> <li>• The project fit within the RC's aims and aligns with the expertise.</li> <li>• The proposed study will involve support from CREATE-NEO and CREID-ECA network.</li> </ul>                                                                                                                                                                                                                                    |
| Weaknesses | <ul style="list-style-type: none"> <li>• The project is outside the scope of CREID-ECA (emerging diseases in Africa) but does similarly focus on human-animal-environment interfaces.</li> <li>• Not clear how this will build collaboration between the two RCs.</li> <li>• No major discussion on any formal interactions or collaborations with CREATE-NEO and CREID-ECA arbovirus programs in other parts of Latin America or Africa.</li> </ul> |

6. Mentoring Plan:

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths | <ul style="list-style-type: none"> <li>• The mentoring plan provides extensive details about the types and frequencies of meetings throughout the project duration.</li> <li>• Mentor Hanley has extensive mentoring experience, including 4 other pilot awardees.</li> <li>• Mentor Seifert is a former pilot awardee and will be able to draw on that experience now serving as a mentor.</li> <li>• Great that there will be an in-person meeting at the PI's home institution and field sites.</li> <li>• Dr. Kathryn Hanley (CREATE-NEO) from the New Mexico State University and Dr. Stephanie Seifert (CREID-ECA) from Washington State University will co-mentor Dr. Jesús Torres. Drs. Hanley and Seifert are outstanding and experienced mentors. Dr. Seifert is a previous pilot awardee and an expert in the cross-species transmission of viruses. Dr. Torres will meet monthly with the mentors to discuss progress on the proposed study. There will also be three in-person meetings and several virtual meetings throughout the study period.</li> <li>• Dr. Torres will have the ability to enhance writing skills and have many venues to present their research results locally, nationally, and internationally.</li> <li>• The plan for communication is appropriate.</li> <li>• The career development goals and aims appropriate and justified.</li> <li>• The PI has the appropriate mentors according to the biosketches.</li> </ul> |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CREID Pilot Research Program  
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|            |                                                                                                                                                                                                                                                                                                                            |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Weaknesses | <ul style="list-style-type: none"> <li>There was not much discussion of how the mentoring will help develop the PI's primary stated goals of learning techniques and methods for studying hematophagous arthropods and arboviruses.</li> <li>The role and responsibilities of each mentor are not well defined.</li> </ul> |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ADDITIONAL UNSCORED REVIEW CRITERIA

In addition, the following unscored criteria will contribute to the overall evaluation of the application:

Budget:

|            |                                                                                                                                                                                                                                                                                                                                                                            |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths  | <ul style="list-style-type: none"> <li>The budget is exactly at the funding limit.</li> <li>Budget is reasonable for the 12-month study, though the PI will need to recruit one new graduate student to the team.</li> <li>The budget is appropriate to the proposed research and within the funding limitations.</li> <li>There is sufficient level of effort.</li> </ul> |
| Weaknesses | Nearly half the budget is for NGS, though it's acknowledged that finding viral sequences using NGS is challenging.                                                                                                                                                                                                                                                         |

|                    |
|--------------------|
| Vertebrate Animals |
| Not applicable.    |

|                                |
|--------------------------------|
| Protections for Human Subjects |
| Not applicable                 |

|                                              |
|----------------------------------------------|
| Inclusion of Women, Minorities, and Children |
| Not applicable                               |

## RESEARCH &amp; RELATED BUDGET - Budget Period 1

Delete Period

OMB Number: 4040-0001

Expiration Date: 11/30/2025

UEI: KXFRD7J6HM95

Enter name of Organization: Instituto Politécnico Nacional

Budget Type: ☒ Project ☐ Subaward/Consortium

Budget Period: 1 Start Date: 09/01/2024 End Date: 09/01/2025

## A. Senior/Key Person

| Prefix | First | Middle | Last          | Suffix | Base Salary (\$) | Months |       |      | Requested Salary (\$) | Fringe Benefits (\$) | Funds Requested (\$) |
|--------|-------|--------|---------------|--------|------------------|--------|-------|------|-----------------------|----------------------|----------------------|
|        |       |        |               |        |                  | Cal.   | Acad. | Sum. |                       |                      |                      |
| X Dr.  | Jesus | Miguel | Torres Flores | PhD    | 0.00             | 9.00   | 7.00  | 2.00 | 0.00                  | 0.00                 | 0.00                 |

Project Role: PD/PI

Add Additional Key Person

Additional Senior Key Persons:

Add Attachment

Delete Attachment

View Attachment

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

Total Senior/Key Person 0.00

## B. Other Personnel

| Number of Personnel | Project Role             | Months |       |      | Requested Salary (\$) | Fringe Benefits (\$) | Funds Requested (\$) |
|---------------------|--------------------------|--------|-------|------|-----------------------|----------------------|----------------------|
|                     |                          | Cal.   | Acad. | Sum. |                       |                      |                      |
| 1                   | Post Doctoral Associates | 12.00  | 10.00 | 2.00 | 0.00                  | 0.00                 | 0.00                 |
| 1                   | Graduate Students        | 12.00  | 10.00 | 2.00 | 0.00                  | 0.00                 | 0.00                 |
|                     | Undergraduate Students   |        |       |      |                       |                      |                      |
|                     | Secretarial/Clerical     |        |       |      |                       |                      |                      |
| X                   |                          |        |       |      |                       |                      |                      |

Add Additional Other Personnel

2 Total Number Other Personnel

Total Other Personnel 0.00

Total Salary, Wages and Fringe Benefits (A+B) 0.00

**C. Equipment Description**

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

| Equipment item                                                      | Funds Requested (\$)                                                                                                                          |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Server 64 Cores 1 TB RAM        | 12,000.00                                                                                                                                     |
| <input type="button" value="Add Additional Equipment"/>             |                                                                                                                                               |
| Additional Equipment: <input type="text"/>                          | <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> |
| Total funds requested for all equipment listed in the attached file |                                                                                                                                               |
| Total Equipment                                                     | 12,000.00                                                                                                                                     |

**D. Travel**

|                                                                       | Funds Requested (\$) |
|-----------------------------------------------------------------------|----------------------|
| 1. Domestic Travel Costs ( Incl. Canada, Mexico and U.S. Possessions) | 5,900.00             |
| 2. Foreign Travel Costs                                               | 15,374.00            |
| Total Travel Cost                                                     | 21,274.00            |

**E. Participant/Trainee Support Costs**

|                                                      | Funds Requested (\$) |
|------------------------------------------------------|----------------------|
| 1. Tuition/Fees/Health Insurance                     | 0.00                 |
| 2. Stipends                                          |                      |
| 3. Travel                                            |                      |
| 4. Subsistence                                       |                      |
| 5. Other <input type="text"/>                        |                      |
| <input type="text"/> Number of Participants/Trainees |                      |
| Total Participant/Trainee Support Costs              | 0.00                 |

| F. Other Direct Costs    |                                        |  | Funds Requested (\$) |
|--------------------------|----------------------------------------|--|----------------------|
| 1.                       | Materials and Supplies                 |  | 29,315.00            |
| 2.                       | Publication Costs                      |  | 2,000.00             |
| 3.                       | Consultant Services                    |  |                      |
| 4.                       | ADP/Computer Services                  |  |                      |
| 5.                       | Subawards/Consortium/Contractual Costs |  |                      |
| 6.                       | Equipment or Facility Rental/User Fees |  |                      |
| 7.                       | Alterations and Renovations            |  |                      |
| 8.                       | Shipping                               |  | 3,300.00             |
| 9.                       | Sanger sequencing services             |  | 1,000.00             |
| 10.                      | NGS services                           |  | 70,000.00            |
| 11.                      |                                        |  |                      |
| 12.                      |                                        |  |                      |
| 13.                      |                                        |  |                      |
| 14.                      |                                        |  |                      |
| 15.                      |                                        |  |                      |
| 16.                      |                                        |  |                      |
| 17.                      |                                        |  |                      |
| Total Other Direct Costs |                                        |  | 105,615.00           |

| G. Direct Costs               |  | Funds Requested (\$) |
|-------------------------------|--|----------------------|
| Total Direct Costs (A thru F) |  | 138,889.00           |

| H. Indirect Costs                                                  |                        |                         |                      |
|--------------------------------------------------------------------|------------------------|-------------------------|----------------------|
| Indirect Cost Type                                                 | Indirect Cost Rate (%) | Indirect Cost Base (\$) | Funds Requested (\$) |
| <input checked="" type="checkbox"/> Instituto Politecnico Nacional | 8.00                   | 11,111.00               | 11,111.00            |
| Add Additional Indirect Cost                                       |                        |                         |                      |
| Total Indirect Costs                                               |                        |                         | 11,111.00            |

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

| I. Total Direct and Indirect Costs                    |  | Funds Requested (\$) |
|-------------------------------------------------------|--|----------------------|
| Total Direct and Indirect Institutional Costs (G + H) |  | 150,000.00           |

| J. Fee |  | Funds Requested (\$) |
|--------|--|----------------------|
|        |  | 0.00                 |

| K. Total Costs and Fee      |  | Funds Requested (\$) |
|-----------------------------|--|----------------------|
| Total Costs and Fee (I + J) |  | 150,000.00           |

| L. Budget Justification |                         |                |                                   |
|-------------------------|-------------------------|----------------|-----------------------------------|
| (Only attach one file.) | BudgetJustification.pdf | Add Attachment | Delete Attachment View Attachment |

# RESEARCH & RELATED BUDGET - Cumulative Budget

|                                               |           | Totals (\$) |
|-----------------------------------------------|-----------|-------------|
| Section A, Senior/Key Person                  |           | 0.00        |
| Section B, Other Personnel                    |           | 0.00        |
| Total Number Other Personnel                  | 2         |             |
| Total Salary, Wages and Fringe Benefits (A+B) |           | 0.00        |
| Section C, Equipment                          |           | 12,000.00   |
| Section D, Travel                             |           | 21,274.00   |
| 1. Domestic                                   | 5,900.00  |             |
| 2. Foreign                                    | 15,374.00 |             |
| Section E, Participant/Trainee Support Costs  |           | 0.00        |
| 1. Tuition/Fees/Health Insurance              | 0.00      |             |
| 2. Stipends                                   |           |             |
| 3. Travel                                     |           |             |
| 4. Subsistence                                |           |             |
| 5. Other                                      |           |             |
| 6. Number of Participants/Trainees            |           |             |
| Section F, Other Direct Costs                 |           | 105,615.00  |
| 1. Materials and Supplies                     | 29,315.00 |             |
| 2. Publication Costs                          | 2,000.00  |             |
| 3. Consultant Services                        |           |             |
| 4. ADP/Computer Services                      |           |             |
| 5. Subawards/Consortium/Contractual Costs     |           |             |
| 6. Equipment or Facility Rental/User Fees     |           |             |
| 7. Alterations and Renovations                |           |             |
| 8. Other 1                                    | 3,300.00  |             |
| 9. Other 2                                    | 1,000.00  |             |
| 10. Other 3                                   | 70,000.00 |             |
| 11. Other 4                                   |           |             |
| 12. Other 5                                   |           |             |
| 13. Other 6                                   |           |             |
| 14. Other 7                                   |           |             |
| 15. Other 8                                   |           |             |
| 16. Other 9                                   |           |             |
| 17. Other 10                                  |           |             |

|                                                           |            |
|-----------------------------------------------------------|------------|
| <b>Section G, Direct Costs (A thru F)</b>                 | 138,889.00 |
| <b>Section H, Indirect Costs</b>                          | 11,111.00  |
| <b>Section I, Total Direct and Indirect Costs (G + H)</b> | 150,000.00 |
| <b>Section J, Fee</b>                                     | 0.00       |
| <b>Section K, Total Costs and Fee (I + J)</b>             | 150,000.00 |

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## **Appendix E: Sample Release and Assignment**

### **A. Release**

Pursuant to the terms of Subagreement No. \_\_\_\_\_ and in consideration of the sum of \_\_\_\_\_ which has been or is to be paid to Escuela Nacional de Ciencias Biológicas – Instituto Politécnico Nacional (ENCB-IPN) or its assignees, the Supplier, upon payment of the said sum by Research Triangle Institute (RTI), does remise, release, and discharge RTI and the United States Government from all liabilities, obligations, claims and demands whatsoever under or arising from the said Subagreement except:

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

### **B. Assignment**

The Supplier does hereby:

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

### C. Certification

The Supplier does hereby:

1. Certify that:  
☐ there was no property purchased under this Subagreement.  
☐ property was purchased under this Subagreement and a final property report is attached.
2. Certify that:  
☐ there were no potentially patentable inventions under this Subagreement.  
☐ there were potentially patentable inventions under this Subagreement and a final invention disclosure report is attached.
3. Certify that all deliverables specified in said Subagreement:  
☐ were previously submitted.  
☐ are attached.
4. Certify that the number of Labor Hours provided totaled \_\_\_\_\_.  
*(Completion of this item is required only if Subagreement is Level of Effort or Time and Materials)*

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

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

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

Escuela Nacional de Ciencias Biológicas – Instituto Politécnico Nacional (ENCB-IPN)  
Prolongación de Carpio y Plan de Ayala s/n, Col. Santo Tomás  
Mexico

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## CERTIFICATION

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

(CORPORATE SEAL)

(Signature)

## Appendix F: Invoice Summary Template

### INVOICE SUMMARY

**Instituto Politécnico Nacional (IPN)**

Miguel Othón de Mendizabal S/N, Col. La Escalera, CP. 07320,  
Alcaldía Gustavo A. Madero, Ciudad de México  
Phone: 57 29 6000 Ext. 51002

**Date Prepared:** \_\_\_\_\_**Billing Period:** \_\_\_\_\_**Invoice #:** \_\_\_\_\_**Vendor #:** \_\_\_\_\_**RTI International**

Attention: Accounts Payable

E-mail: [accounting@rti.org](mailto:accounting@rti.org)

**Subaward #:** 39-312-0217530-67873L**Purchase Order #:** 67873L**Release #** 1**Prime Contract #:** 1U01AI151378-01**Contract Amount:** \$150,000.00**Funded Amount:** \$150,000.00

| Yr5 ENCB-IPN    |               |                |
|-----------------|---------------|----------------|
| 0217530.005.036 |               |                |
| Description     | Current Hours | Current Amount |
| General Expense | 0             |                |
|                 |               |                |
|                 |               |                |
|                 |               |                |
| <b>Subtotal</b> | <b>0</b>      | <b>0.00</b>    |