REQUEST FOR PROPOSAL (RFP)

DATE: November 9, 2026
SUBJECT: RFP Development Support for Creative Forces Wearables Study

1. Background:

The Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc (HJF) is a 501(c)(3) nonprofit organization dedicated to advancing military medicine. We serve military, medical, academic and government clients by administering, managing, and supporting preeminent scientific programs that benefit members of the armed forces and civilians alike. Since its founding, HJF has served as a vital link between the military medical community and its federal and private partners. HJF's support and administrative capabilities allow military medical researchers and clinicians to maintain their scientific focus and accomplish their research goals. Additional information on HJF may be found at www.hjf.org.

Creative Forces: NEA Military Healing Arts Network began in 2012 as an initiative of the National Endowment for the Arts in partnership with the U.S. Departments of Defense and Veterans Affairs and is managed in partnership with the Henry M. Jackson Foundation for the Advancement of Military Medicine and Mid-America Arts Alliance. Creative Forces seeks to improve health, well-being, and quality of life for military service members and veterans exposed to trauma, as well as their families and caregivers, by increasing knowledge of and access to clinical creative arts therapies and community arts engagement. Since 2017, Creative Forces has invested in community arts engagement projects to advance understanding of the benefits and impacts for military-connected populations who have been exposed to trauma.

2. Requested Services/Statement of Work:

The work to be completed under this contract is for a Request for Proposals (RFP) Development Support Contractor issued through the Creative Forces®: Military Healing Arts Network (the Network, or “Creative Forces”) initiative. Creative Forces seeks the expertise of an RFP Development Support Contractor to assist with development of a process to announce a funding opportunity for a small-scale pilot study that uses wearable technology to investigate the impact of creative arts therapies on active-duty service members and/or veterans with traumatic brain injury (TBI) and/or associated psychological health conditions. Proposed studies may include additional outcome measures, such as self-report or performance-based assessments; however, wearable technology should be the primary approach for collecting outcome data. Additionally, proposed studies should focus on at least one of the Creative Forces Clinical Program’s four health outcome domains: physical health, cognitive functioning, mood and coping, and social health. The contractor will develop the RFP, gather proposals, and assemble a scientific review panel to rate proposals, and make a recommendation for funding to Creative Forces. Full details are outlined in Attachment 1 – Statement of Work.

3. Schedule:

RFP Release Date:	**November 9, 2026**
Questions Due	**November 16, 2026**
Questions Answered	**November 18, 2026**
Proposal Due Date:	**November 23, 2026**
Evaluation/Review Period:	**November 23-27, 2026**
Estimated Award Date:	**November 30, 2026**
Estimated Kick Off Date:	**December 4, 2026**

4. Evaluation Factors: Proposals will be evaluated in accordance with the following:

CRITERIA	
Technical Approach	Technical Approach (The Technical Evaluation Team shall evaluate the offeror's technical approach to meeting the requirements outlined in the statement of work (SOW). As applicable, contractor must be able to comply with the required or proposed delivery or performance schedule and other requirements as identified in the SOW (such as distance or accreditation). Proposals that fail to demonstrate a clear understanding of the requirements in the SOW may not be considered further.
Past Performance	Past Performance (The Technical Evaluation Team shall evaluate the offeror's present and past performance on similar contracts for supplies/services. Offerors must provide a minimum of two (2) customer references for similar work performed receive max points. The following should be provided for each listed reference: a. Name of Client and address b. Name of current point of contact including telephone number, email address, and title c. Contract number d. Contract value e. Contract period of performance f. Clear description of the supplies/services provided, Offerors are also required to a narrative in their technical proposal detailing their corporate experience of similar work performed.
Price	Price (Successful offeror will be the responsible firm whose proposal is most advantageous to the program, with price and above factors considered.)

See Attachment 2 – Proposal Instructions

5. Terms and Conditions:

It is anticipated that the successful offeror of each RFP will:

- Accept the terms and conditions of and execute the attached Vendor Contract (See Attachment 3)
- Successfully complete the RFP process and registration with HJF's Vendor Management team

Responses should be sent to:
Jason Smith jsmith@hjf.org

Kindly acknowledge receipt of this email by replying.

Attachments:
1. Statement of Work
2. Quote and Proposal Instructions
3. Draft Vendor Contract

Sincerely,

Jason M. Smith
Subcontracts Administrator II
Finance Department
Phone: (240) 694-2024
Email: jsmith@hjf.org

Henry M. Jackson Foundation for the
Advancement of Military Medicine
6720A Rockledge Drive, Suite 100
Bethesda, MD 20817

Contract Statement of Work

Date:	10/20/2026
HJF PI Name:	Sara M. Kass, M.D.
SOW Title:	RFP Development Support for Creative Forces Wearables Study
SOW #	

I. **INTRODUCTION/BACKGROUND**:

The work to be completed under this contract is for a Request for Proposals (RFP) Development Support Contractor issued through the Creative Forces®: Military Healing Arts Network (the Network, or "Creative Forces") initiative. Creative Forces is an initiative of the National Endowment for the Arts in partnership with the U.S. Departments of War and Veterans Affairs and the state and local arts agencies. Administrative support for the initiative is provided by the Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc. The mission of the Creative Forces Network is to improve the health, wellbeing, and quality of life of trauma-exposed military service members and veterans, as well as their families and caregivers, by increasing knowledge of and access to clinical creative arts therapies and community arts engagement. Clinical and research representatives supported by the National Endowment for the Arts are bound to the terms, processes and oversight of the Department of War, the Department of Veterans Affairs and/or required Federal-wide assurances. Each partner that participates in Creative Forces does so in a manner consistent with their organizational or agency mission and only to the extent permitted by its role in the Network.

Creative Forces invests in research and evaluation on the impacts and benefits – physical, social, cognitive, and emotional – of creative arts therapies as innovative treatment methods. Creative Forces is committed to the pursuit and promotion of clinically relevant biomedical and behavioral research on the effectiveness of creative arts therapies for service members, veterans, family members, and caregivers. Several strategies are critical to the success of our research program. They include informed selection of rigorous research designs; support for multisite studies; funding of research opportunities at Creative Forces sites, and collaboration with other health/rehabilitation disciplines and partners.

Creative Forces seeks the expertise of an RFP Development Support Contractor to assist with development of a process to announce a funding opportunity for a small-scale pilot study that uses wearable technology to investigate the impact of creative arts therapies on active-duty service members and/or veterans with traumatic brain injury (TBI) and/or associated psychological health conditions. Proposed studies may include additional outcome measures, such as self-report or performance-based assessments; however, wearable technology should be the primary approach for collecting outcome data. Additionally, proposed studies should focus on at least one of the Creative Forces Clinical Program's four health outcome domains: physical health, cognitive functioning, mood and coping, and social health. The contractor will develop the RFP, gather proposals, and assemble a scientific review panel to rate proposals, and make a recommendation for funding to Creative Forces.

SCOPE OF WORK

The contractor shall perform the following general duties as outlined below and detailed in the contract award process:

General Duties:

- Manage and respond to project-related communications
- Attend project meetings
- Perform miscellaneous job-related duties as assigned

Pilot Study Contract Award Process:

- Develop RFP:
  - Prepare RFP by determining concept, gathering and formatting information, writing drafts, and obtaining approvals
  - Write, revise, and edit all RFP content
  - Meet deadlines by establishing priorities and target dates for information gathering, writing, review, approval, and transmittal
  - Maintain quality results by using templates; following RFP-writing standards including readability, consistency, and tone; maintaining RFP support databases
  - Obtain approvals by reviewing RFPs with project managers
  - Improve RFP-writing results by evaluating and re-designing processes, approach, coordination, and boilerplate
- Selection Panel:
  - Develop selection criteria
  - Assist in assembling the selection panel
- Develop Scoring Matrix
- Review proposals as directed by project managers

II. TECHNICAL REQUIREMENTS:

- Experience with developing research RFPs
- Experience with developing evaluation criteria

Qualified contractors will meet the following criteria:

- Completed doctoral degree(s) from an accredited institution.
- Minimum of 10-15 years of research experience required. Direct experience with DoW, VA, healthcare programs strongly desired.
- Minimum of 3-5-years' experience in grant writing or a minimum of 3 years comparable and transferable skills acquired in a professional setting.
- Advanced training in medical or social sciences research (e.g., economics, education, psychology, sociology); knowledge in arts/cultural research and/or cultural policy preferred.
- Knowledge of commonly-used concepts, practices and procedures within the field.
- Demonstrated capacity to work collaboratively.
- Excellent interpersonal skills, capacity for flexibility, and willingness to cooperate to enhance team tasks.
- Skills in using personal computer tools, Microsoft Office suite, statistical

software, healthcare information systems, word processing, spreadsheets and presentation applications.

- Demonstrated critical thinking, attention to detail, and analytical and problem-solving skills.
- Ability to comply with strict protocols for confidentiality.
- Advanced oral and writing skills to communicate effectively.
- Effective coordination, organizational, and analytical skills so that work is completed in an effective, collegial, and timely manner.
- Interpersonal and project management skills to effectively participate on teams.
- Ability to create harmonious working relationships with others to accomplish team objectives.

III. DELIVERABLES/SCHEDULE:

Contract Initiation	
Planning Meeting with Creative Forces staff and HJF staff	Within 5 days of contract initiation
Preliminary/Preparation Phase	
Orientation with the Director of Research and Evaluation	Within 1 week of contract initiation
Phases of RFP Dissemination/Selection Process	
Develop RFP	February 5, 2027
Develop selection criteria	February 5, 2027
Develop scoring matrix	February 5, 2027
Finalize RFP	February 12, 2027
Consultative Support Period	
Monitor response period	February 15 – April 12, 2027
Support establishment of selection panel	February 15 – April 12, 2027
Support process of proposal review/selection	April 12 – May 28, 2027

IV. APPLICABLE DOCUMENTS:

- N/A

V. PLACE OF PERFORMANCE:

Work can be performed remotely using virtual meeting tools such as MS Teams.

VI. **PERIOD OF PERFORMANCE**:

Date of Execution – May 28, 2027

VII. **MONITORING THE PROGRESS**:

1. Weekly progress meetings with Senior Medical Military Advisor and/or Clinical Research Director.
2. Weekly progress reports.

VIII ACCEPTANCE CRITERIA:

Approval of all deliverables by the Director of Research and Evaluation constitutes acceptance.

IX OTHER REQUIREMENTS

Point of Contact

Program Manager
Name: Kathleen Hardison
Phone: 240-694-2235
E-mail: khardison@hjf.org

ATTACHMENT 2 - QUOTE AND PROPOSAL INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 NO COMMITMENT

HJF will not be responsible for any costs incurred by any Offeror in preparing and submitting a Quote or Proposal in response to this solicitation.

1.2 CANCELATION/ACCEPTANCE

HJF reserves the right to cancel this solicitation, accept or reject any and all quotes or proposals, in whole or in part, received in response to this solicitation, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of HJF. HJF also reserves the right, in its sole discretion, to make an award based upon the written quotes/proposals received without discussions or negotiations. HJF reserves the right to reject any quotes/proposals received after the noted deadline or not in compliance with this RFP.

1.3 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

By submitting a quote or proposal in response to this solicitation, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

1.4 CONFIDENTIAL INFORMATION

Notwithstanding any agreements, including any separate nondisclosure agreements, already in place between the parties, HJF assumes no obligation regarding confidentiality of all or any portion of a proposal or any other material except that HJF may not disclose any portion which the prospective supplier clearly designates as containing proprietary information by affixing the legend "CONFIDENTIAL INFORMATION: Do not disclose" to the upper right-hand corner of each page of supplier's proposal which contains such proprietary information. In any event, HJF's sole responsibility shall be limited to maintaining the confidentiality of the information to the same extent that it maintains its own proprietary information.

1.5 LOWER TIER SUBCONTRACTING

If the Offeror submitting a quote or proposal must contract out any work to meet the requirements, this must be clearly stated in the proposal. Additionally, costs included in proposals must be all-inclusive to include any contracted work and include name and description of the lower tier organization(s) being proposed.

1.6 EVALUATION CRITERIA

HJF will evaluate proposals based on the evaluation criteria included in the RFP. Award is to be made to the responsible Offeror submitting the proposal that has been determined to be the most advantageous and in the best interest of HJF.

1.7 COMPLIANCE WITH CONTRACT TERMS AND CONDITIONS

HJF anticipates that the selected Offeror will execute the contract included with the RFP without negotiation unless proposal clearly indicates otherwise. Exceptions taken may be considered in the evaluation process.

2.0 PROPOSAL FORMAT AND CONTENT

Contractors must provide all requisite information under this solicitation and clearly and concisely respond to all points set out in this RFP. Any quote or proposal, which does not fully and comprehensively address this solicitation, may be rejected. However, unnecessary elaborate brochures or other presentations beyond that deemed sufficient to present a complete and effective offer are not encouraged.

2.1 For offers under $250,000. Unless otherwise specified in the solicitation, a price quote on your company's letterhead with a validity period of 180 days is considered an adequate response.

2.2. For offers over $250,000, the technical proposal must be separate from the price proposal. The technical proposal must not include any pricing. The price proposal must easily and clearly tie back to the technical proposal and must be stated in dollars and if applicable, value added tax should be itemized separately.

Proposals over $250,000 must include:

- A cover letter
- A technical proposal, and
- A cost/price proposal

2.2.1 PROPOSAL COVER LETTER

The cover letter should be brief. The cover letter must be on your company's letterhead and include the following:

- Solicitation Title and Solicitation Number that the Proposal is in response to;
- A short executive summary to introduce the technical and cost/price proposals.
- A validity period of 90 days from the proposal due date. (If your proposal is accepted during this period, the price quoted in your proposal must remain unchanged for the entire period of the resulting Award.)
- Debarment Statement
  By submittal of this offer, I hereby certify that Offeror or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any government agency.
- Conflict of Interest
  By submission of this offer, I hereby certify that Offeror is compliant with Sections 200.318 and 200.319 of Uniform Guidance.
- Signature, typed name, and title of an individual authorized to commit your company.
- List and description of the attachments which comprise your entire proposal.

2.2.2 TECHNICAL PROPOSAL

The Offeror must provide a separate technical response which includes a detailed description of

how the Offeror plans to implement and conduct the work requirements identified in the RFP Statement of Work.

It may also include:

1. A description of disciplines, skills, and techniques the Offeror plans to use in the performance of this work.
2. Any recommendations to the schedule, milestone or deliverable requirements.
3. A project management plan and schedule to implement all services.
4. A description of the education and experience of the key personal proposed
5. A description of past performance providing similar work.
6. Labor categories and position descriptions.
7. Brief overview of your company's history and philosophy, management background and oversight, problem resolution process, and company business systems that would enhance the overall administration of the project**.**

2.3 COST/PRICE PROPOSAL

Unless otherwise specified in the solicitation, HJF's preference is for Firm Fixed pricing arrangements where prices to be paid are tied to milestone and/or deliverables, not level of effort.

Other Pricing Options:

☐ If proposing a time-and-materials type contract, include direct labor and materials at cost. Include labor categories, labor category descriptions and rates. Include proposed hours by major element of cost.

USU Salary Limitation for Procurements Under Grants and Cooperative Agreements: None of the funds by or on behalf of USU shall be used to pay the salary of an individual, through a grant, cooperative agreement or other extramural mechanism, at a rate in excess of Executive Level I (EL I) of the Federal Executive Pay Scale. Currently the rate is $219,200 per year or $105.38 per hour.

☐ If proposing a cost reimbursement type contract, your accounting system must be adequate for determining costs applicable to the contract. Include in your proposal (1) the contact information for your cognizant audit agency representative and (2) a letter from your cognizant auditing agency that your system has been audited and determined adequate. Include the following cost elements:

- Labor: Enter labor categories, name of individual(s) proposed for the labor category, and applicable salary for the labor category. Enter the estimated number of hours and the estimated costs/price for each labor category.
- Fringe Benefit Rates: Propose as is consistent with your company's accounting structure; provide Letter from DCAA or Cognizant Agency Letter which approves your indirect rates.
- Other Direct Cost: Enter a description for each element proposed and estimated cost.

- Overhead: Propose overhead as is consistent with your company's accounting structure; provide letter from DCAA or Cognizant Agency which approves your indirect rates.
- G&A: Propose G&A as is consistent with your company's accounting structure; provide letter from DCAA or Cognizant Agency which approves your indirect rates.
- Proposed Fee: Propose fee consistent with the risk associated with the work.
- Total CPFF:

☐ If proposing a firm fixed deliverable-based type contract, for each deliverable provide a total amount and include the following cost elements to support the total price proposed:

- Labor: Enter labor categories, name of individual(s) proposed for the labor category, and applicable salary for the labor category. Enter the estimated number of hours and the estimated costs/price for each labor category.
- Fringe Benefit Rates: Propose as is consistent with your company's accounting structure; provide Letter from DCAA or Cognizant Agency Letter which approves your indirect rates.
- Other Direct Cost: Enter a description for each element proposed and estimated cost.
- Overhead: Propose overhead as is consistent with your company's accounting structure; provide letter from DCAA or Cognizant Agency which approves your indirect rates.
- G&A: Propose G&A as is consistent with your company's accounting structure; provide letter from DCAA or Cognizant Agency which approves your indirect rates.
- Proposed Profit/Fee: Propose fee consistent with the risk associated with the work
- Total CPFF:

NOTE: For purchases in support of awards governed by 2 CFR 200 Uniform Guidance, HJF must negotiate profit/fee as a separate element of the price for each contract in which there is not price competition and in all cases where HJF must perform a cost analysis. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work. (Reference 200.323 Contract cost and price.)

Contract

This Contract (the "Contract"), effective as of the later date of execution in A.11. below, is entered into by and between The Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc. ("HJF") and the Contractor named below (collectively "the Parties," or individually a "Party") for the procurement of goods or services (or both) in support of the Prime Award (see A.9.) issued by the Awarding Agency (see A.10.), and as such the Contract is subject to all applicable U.S. Federal statutes, regulations, and executive orders governing the procurement of supplies and services in support of such awards. The Parties hereby agree to the following terms and conditions:

Section A – General Information

A.1. Institution/Organization ("HJF")

Name: The Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc.

Address: 6720-A Rockledge Drive
Suite 100
Bethesda, MD 20817

A.2. Institution/Organization ("Contractor")

Name:

Address:

UEI Number:
Or Applicable Tax Identification No./EIN:

A.3. HJF Authorized Officials Contacts

Subcontracts Administrative Name:
Address: 6720-A Rockledge Drive
Suite 100
Bethesda, MD 20817
Telephone:

Email:

Senior Subcontracts Manager
Address: 6720-A Rockledge Drive
Suite 100
Bethesda, MD 20817
Telephone:

Email:

A.4. Contractor Contacts

Administrative Contact Name:
Address:

Telephone:

Email:

Authorized Official Name:
Address:

Telephone:

Email:

A.5. Purchase Order No.:
Contract No.:

A.6. Contract Period of Performance (or required delivery date):

A.7. Contract Type (check one):

- ☐ Cost Reimbursement (CR)
- ☐ Cost-Plus-Fixed-Fee (CPFF)
- ☐ Firm-Fixed Price (FFP)
- ☐ Time-and-Materials (T&M)
- ☐ Labor-Hour
- ☐ Level of Effort
- ☐ Fixed Unit Rate
- ☐ Other (please specify):

A.8. Contract Amount: $

This amount is (check one):

- ☐ Fixed
- ☐ Not-to-Exceed (NTE)

Accounting Data:

A.9. HJF Prime Award No.:

A.10. Prime Award Awarding Agency ("Awarding Agency") :

Contractor:
Purchase Order No.:
Contract No.

A.11. Signatures

By an Authorized Official of HJF:		By an Authorized Official of Contractor:	
_____	_____	_____	_____
Signature	Date	Signature	Date
_____		_____	
Name and Title		Name and Title	

Section B – Description of Work

B.1. Statement of Work. Contractor agrees to supply, in compliance with the terms and conditions set forth and incorporated herein, all the facilities, skilled labor, equipment, and materials necessary to timely provide the goods or services as shown in Attachment A.

B.2. The Schedule. A Schedule showing Contractor's prices, labor rate(s), or budgeted costs, as applicable, is incorporated as Attachment B.

Section C – Contract Administration

C.1. Option to Extend Term of Contract - Reserved

C.2. HJF's Authorized Official Authority. HJF's Authorized Official is the only person authorized to approve changes to any of the terms, conditions, or scope of work under this Contract on behalf of HJF. Notwithstanding any provision contained elsewhere in the Contract this authority remains solely with HJF's Authorized Official.

C.3. Contract Modification. No agreement or understanding modifying or waiving any terms or conditions of this Contract shall be binding upon HJF, nor shall extra compensation be paid by HJF, unless the agreement or understanding is made in writing and signed by the HJF Authorized Official. For the avoidance of doubt, Contractor acknowledges its understanding that, if the Contractor effects any changes to the terms or conditions of the Contract at the direction of any person other than the HJF's Authorized Official, the changes are unauthorized and no adjustment will be made in the Contract price to cover any increase in costs incurred as a result thereof.

C.4 Invoices. Unless the Schedule (Attachment B) indicates otherwise, the Contractor shall submit monthly invoices for goods delivered, services performed, and milestones completed. Invoices shall include the following information (as applicable):

a. Invoice number and date.
b. The Contractor's name, Contract Number, and the Purchase Order Number.
c. Description of goods delivered and services performed or milestone(s) completed-in sufficient detail to support the charges billed.
d. Time sheets/labor distribution reports and legible receipts of ODC for Time and Material/Cost Reimbursable Contracts.
e. Current and cumulative totals.
f. Travel must be supported by detail (purpose of travel, destination, number of days, etc.). Documentation must include all receipts for travel expenses (except in the case where per diem is applicable).
g. Name and address to which payment is to be sent. This must be the same as stated in the Contract or on proper notice of assignment. If payment is to be sent directly to a bank include the name of the bank, the swift code (if applicable), the account number and name, the bank address, and any other information required to ensure proper deposit.
h. Name, title and signature of person certifying the accuracy and completeness of the invoice.
i. Any other information or documentation required by other provisions of this Contract.

All invoices or milestone payment requests must be submitted electronically to: ap-docs@hjf.org.with a copy to the HJF Administrative Contact for approval.

The Contractor shall submit the final invoice within sixty (60) days after the termination or expiration of this Contract. The final invoice shall constitute Contractor's final statement of payments due. Unless HJF authorizes an extension to allow the Contractor to submit its final invoice more than 60 (sixty) days after the Contract end date or termination date, HJF reserves the right to unilaterally closeout the Contract without Contractor's final invoice. HJF is under no obligation to make any payment(s) for invoices submitted 60 days after the contract end date.

C.5. Payments. Payments to Contractor will be made within thirty (30) days after receipt of a proper invoice or HJF's receipt of conforming goods or services covered by the invoice, whichever is later. In the event an invoice includes charges for items that do not conform to the requirements of this Contract, HJF may refuse payment for said charges. The acceptance of minimal discount offers (*e.g.*, prompt payment discounts) will be at the discretion of HJF. All invoices presented by the Contractor shall be submitted and paid in accordance with the terms and conditions of this Contract. If Contractor desires HJF to wire payments, Contractor must maintain an account at an official banking institution for the duration of this Contract; in the event that Contractor changes banking institutions, Contractor is required to notify HJF in writing at least thirty (30) days prior to such change.

C.6. Funding. Funds for this Contract are subject to the availability of funding from the United States Government pursuant to the Prime Award.

C.7. Limitation of Cost - Reserved

C.8. Limitation of Payments - Reserved

C.9. Hourly Rates - Reserved

C.10 Firm Fixed Price (*applicable to FFP Contracts as identified in A.7*). In consideration for the delivery of all of goods and/or services described in Attachment A. (Statement of Work), the total price to be paid is specified in A.8. HJF shall not be obligated to pay the Contractor any amount in excess of the Firm Fixed Price Contract Amount specified in A.8. HJF will pay the total price through a series of installment payments or after Contractor's completion of the corresponding deliverable, as indicated in Attachment B – The Schedule.

C.11. Fixed Unit Rate - Reserved

C.12. Notices. Any notice required or permitted by this Contract shall be in writing and shall be deemed given as of the date it is received at the address as set forth in Section A.

C.13. Key Personnel. Before appointing, removing, replacing, or diverting any individual(s) specified as key personnel in the Statement of Work or expressly identified as key personnel in any other provision of this Contract, the Contractor shall notify the HJF Subcontracts Administrator (identified in A.3) reasonably in advance and submit justification (including *curriculum vitae* of proposed substitute personnel) in sufficient detail to permit evaluation of the impact on this Contract. If the change is acceptable to HJF, the Parties will modify this Contract to incorporate the change, and no change is authorized prior to HJF's approval of such modification.

C.14. Stop Work. HJF may at any time, by written order to the Contractor, require the Contractor to stop all or any part of, the work called for by the Contract for a period of up to ninety (90) days or for such longer period of time as may be required under the Prime Award or as the Parties may agree. Upon receipt of such an order, the Contractor shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the period of time covered by the stop work order or within any extension of that period, HJF may a) cancel the stop work order, or (b) terminate the work covered by the stop work order. If the stop work order is canceled or the period covered by the order expires, the Contractor shall resume work.

Section D – Special Provisions, Requirements, Certifications, and Assurances

D.1. Cost Principles. Costs or prices based on estimated costs under this Contract are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable under (as applicable, based on Contractor's type of organization):

a. 2 CFR Part 200, Subpart E, Cost Principles
b. Subpart 31.2 of the Federal Acquisition Regulation (48 CFR Subpart 31.2) [applicable to commercial firms and those non-profit organizations specifically exempted from the provisions of 2 CFR 200, Subpart E, Cost Principles (a listing of those non-profit organizations is contained in Appendix VIII to Part 200 – Nonprofit Organizations Exempted from Subpart E – Cost Principles]; and
c. 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals."

D.2. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—If the Contract is for $100,000 or more, Contractor and its lower-tier contractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to HJF.

D.3. Officials Not to Benefit. The Contractor certifies that no member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

D.4. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C §3145)—the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides in part that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

D.5. DEBARMENT AND SUSPENSION (E.O.s 12549 AND 12689) - Contractor represents and warrants that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp. p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549

Any change in the debarred or suspended status of the Contractor during the life of this Contract must be immediately reported to HJF's Subcontract Administrator. The Contractor agrees to incorporate this Debarment and Suspension certification into any subcontract that it awards hereunder.

D.6. Certification Regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide or will continue to provide a drug-free workplace by:

a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
c. making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by a. above;
d. notifying the employee in the statement required by a. above that, as a condition of employment under the Contract, the employee will abide by the terms of the statement, and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
e. notifying HJF in writing, within ten (10) calendar days after notice under d. above from an employee or otherwise receiving actual notice of such conviction (employers of convicted employees must provide notice, including position title, to every grants officer or other designee on whose activity the convicted

employee was working, unless the U.S. Federal agency has designated a central point for receipt of such notices – notice shall include the identification number(s) of each affected grant or cooperative agreement);

f. taking one of the following actions, within thirty (30) calendar days of receiving notice under d. above with respect to any employee who is so convicted: taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. making a good faith effort to continue to maintain a drug-free workplace through implementation of a., b., c., d., e., and f. above.

D.7. **Equal Employment Opportunity** - Except as otherwise provided under 41 CFR Part 60, if this Contract meets the definition of a federally assisted construction contract in 41 C.F.R. 60-1.3, Contractor agrees to comply with the clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D.8. Davis-Bacon Act , as amended (40 U.S.C. §§3141-3144 and 3146-3148)—If this Contract is in excess of $2000 and pertains to construction or repair, or if required by Federal program legislation, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor (and any applicable lower-tier contractors) shall be required to pay wages not less than once a week.

D.9. Contract Work Hours and Safety Standards Act. If this Contract is for construction or involves the employment of mechanics or laborers, the Contractor shall comply with section 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (including 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)").

D.10. **CLEAN AIR ACT (42 U.S.C. 7401 – 7671q) and FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 - 1387), as amended**—For Contracts in excess of $150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Water Pollution Control Act, as amended. Violations must be reported to the HJF Contracting Officer and the Regional Office of the Environmental Protection Agency.

D.11. **U.S.-Flag Air Carriers**. Any air transportation of persons or property to, from, between, or within a country other than the U.S., the expense of which will be paid in whole or in part by funds from this Contract, must be performed by a U.S.-flag air carrier, or under a code-sharing arrangement with a U.S.-flag air carrier (see Comptroller General Decision B-240956, dated Sept. 25, 1991), if available.

D.12. **Cargo Preference**. Contractor agrees to comply with the Cargo Preference Act of 1954 (46 U.S.C. § 55305), as implemented by Department of Transportation regulations at 46 CFR Part 381, which require that at least 50% of equipment, materials, or commodities procured or otherwise obtained under this Contract, and which may be transported by ocean vessel, shall be transported on privately-owned U.S.-flag commercial vessels, if available.

D.13. **Site Visits.** If this Contract requires the Contractor to provide any services, HJF and Awarding Agency, through their authorized representatives, have the right at all reasonable times to make site visits to review the work and to provide technical assistance as may be required. Whenever any site visit is made by HJF or the Awarding Agency, the Contractor shall provide reasonable facilities and assistance for the safety and convenience of HJF or the Awarding Agency representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.

D.14. **HIPAA and Confidentiality of Patient Records**: . Contractor shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), any applicable regulations such as DoD 6025.18-R and DoD 8580.02-R, as amended, and with the following provisions applicable to the disclosure of Protected Health Information to the Contractor under this Contract.

A. It is likely that the source of the Protected Health Information disclosed to Contractor will be the U.S. Government. (In the event that the source of, or the entity responsible for the protection of, Protected Health

Information is HJF, the following provision is amended by substituting the word “HJF” for the word “Government.”)

(i) Definitions. As used in this clause:

“Government” means the United States Government.

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

“Electronic Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR 160.103,

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

“Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by the Contractor from or on behalf of the Government.

“Required by Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

“Secretary” means the Secretary of the Department of Health and Human Services or his/her designee.

“Security Rule” means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162, and part 164, subpart C.

Terms used in this provision, but not otherwise defined in this Contract, shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304 and 164.501.

(ii) The Contractor agrees not to use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(iii) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(iv) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(v) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract. If applicable, these mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is https://www.health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties/Breaches-of-PII-and-PHI?type=Policies

(vi) The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.

(vii) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(viii) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(ix) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(x) To the extent applicable, the Contractor agrees to provide access, at the request of the Government and in the time and manner designated by the Government, to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(xi) To the extent applicable, the Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(xii) The Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(xiii) The Contractor agrees to document any such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(xiv) The Contractor agrees to provide to the Government or an Individual, in the time and manner designated by the Government, information collected in accordance with this Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

B. General Use and Disclosure Provisions

Except as otherwise limited in this Contract, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, HJF and the Government for the purposes set forth in the statement of work, if such use of Protected Health Information would not violate the Privacy Rule, the Security Rule, or DoD 6025.18-R or DoD 8580.02-R if done by the Government.

C. Specific Use and Disclosure Provisions

(i) Except as otherwise limited in this Contract, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(ii) Except as otherwise limited in this Contract, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this Contract, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

D. Provisions to Inform the Contractor of Privacy Practices and Restrictions

(i) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(ii) The Government may provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(iii) The Government may notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

E. Permissible Requests of the Contractor

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the

Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

F. Termination

(i) Termination. A breach by the Contractor of this clause may subject the Contractor to termination of this Contract.

(ii) Effect of Termination.

(a) If this Contract has any records management requirements, the records subject to this clause should be handled in accordance with the records management requirements. If this Contract does not contain any records management requirements, the records should be handled in accordance with paragraphs (b) and (c) below

(b) If this Contract does not have records management requirements, except as provided in paragraph (c) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(c) If this Contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

G. Miscellaneous

(i) Regulatory References. A reference in this clause to a section in the Privacy Rule, the Security Rule, DoD 6025.18-R, or DoD 8580.02-R means the section as in effect or as amended, and for which compliance is required.

(ii) Survival. The respective rights and obligations of Contractor under the “Effect of Termination" provision of this clause shall survive the termination of this Contract.

(iii) Interpretation. Any ambiguity in this clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule, the Security Rule, DoD 6025.18-R, and DoD 8580.02-R, as applicable.

D.15. Use of Human Subjects in Research (**Standard Clause)** applicable to Contracts involving human subjects or human anatomical substances research**).** As applicable, Contractor agrees to conduct all research involving human subjects in full compliance with the provisions of all applicable Federal regulations and DoD policies including:

A. DHHS Regulations for the Protection of Human Subjects (45 CFR Part 46), including the more specific requirements for data and safety monitoring found in the NIH Grant Policy Statement;
B. Department of Defense Regulations for the Protection of Human Subjects (32 CFR Part 219);
C. FDA Regulations for the Protection of Human Subject (21 CFR Part 50);
D. FDA Regulations Institutional Review Board (21 CFR 56);
E. FDA Regulations Investigational New Drug Application (21 CFR 312);
F. FDA Regulations Investigational Device Exemptions (21 CFR 812);
G. Limitations on use of humans as experimental subjects (10 U.S.C. 980);
H. Payments to donors of blood for persons undergoing treatment at Government expense (24 U.S.C. 30);
I. Protection of Human Subjects and Adherence to Ethical Standards in DoD Supported Research (DoD Directive 3216.2);
J. DoD Health Information Privacy Regulations (DoD Directive 6025.18-R); and
K. Navy Human Research Protection Program (SECNAV Instruction 3900.39D).

D.16. **Prohibition of Use of Human Cadavers** - Reserved

D.17. Animal Welfare. (Standard Clause) (Applicable to Contracts involving the use of animals or other live organisms). As applicable, Contractor agrees to comply with the following national policies:

A. Laboratory Animal Welfare Act of 1966, as amended (7 U.S.C. 2131 et seq.), and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR Parts 1-4) pertaining to the care, handling, and treatment of vertebrate animals;
B. The Use of Animals in DoD Programs (DoD Directive 3216.1, April 17, 1995) as implemented by AR 70-18, SECNAVINST 3900.38B, AFR 169-2, DARPAINST 18, and DNAINST 3216.1B;
C. Guide for the Care and Use of Laboratory Animals (National Research Council publication, 1996);
D. Regulations of the Departments of the Interior and Commerce (Title 50 of the Code of Federal Regulations) that implement statutes and conventions on the taking, possession, transport, sale, purchase, export, or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

Contractor must obtain written notice from HJF that all assurances, including approval for vertebrate animal use, have been accepted. Copies of all continuing review documents, modifications to protocols, amendments, and all IACUC approval letters for such actions, must be promptly provided to HJF.

D.18. Radioactive Materials. The Contractor agrees to comply with the provisions of 10 CFR Part 21, which establishes procedures and requirements for implementation of Section 206 of the Energy Reorganization Act of 1974.

D.19. **Recombinant DNA.** Contractors shall assure that all work involving the use of recombinant DNA will be in compliance with guidance provided at the following website: https://osp.od.nih.gov/policies/biosafety-and-biosecurity-policy/#tab2/ (National Institutes of Health [NIH] Guidelines for Research Involving Recombinant DNA Molecules).

D.20. Equipment Standards And Accountability (If applicable ☐)
The Contractor understands and acknowledges that HJF, as the recipient of the Prime Award, is subject to the U.S. Government property management regulations and standards. The Contractor agrees to comply with such regulations and standards and shall manage all property furnished to or purchased by Contractor under this Contract in accordance with the terms set forth in this clause.

Attachment C identifies the equipment that HJF or the U.S. Government will be furnishing or which Contractor is required to purchase with funds provided under the Contract for Contractor's use in the performance of this Contract.

a. **Title**. Subject to the obligations and conditions set forth in this Contract and the Prime Award, title to equipment purchased by Contractor using funds provided under the Contract will vest upon acquisition in the Contractor. Title to equipment owned by the U.S. Government or HJF furnished to Contractor under this Contract remains vested in the U.S. Government or HJF, as applicable.
b. **Use and Maintenance**. Contractor shall use all equipment obtained under this Contract, whether purchased by Contractor using Contract funds or provided to Contractor by HJF strictly for the purpose for which it was obtained in the performance of this Contract and in accordance with the following:
    1. The Contractor shall not use any equipment obtained under this Contract to provide services for a fee.
    2. All equipment records/record keeping of equipment shall be maintained accurately and shall include at a minimum the following information:
        i. A description of the equipment.
        ii. Manufacturer's serial number, model number, or other equipment identification number.
        iii. Source of the funds used to purchase equipment to include Contract Number.
        iv. Acquisition/Purchase date of equipment and unit cost.
        v. Location and condition(s) of equipment and the date the information was reported.
    3. A physical inventory of equipment shall be taken and reconciled with the equipment records at least once a year prior to the expiration of the Contract.
    4. Contractor shall have a control system with adequate safeguards to prevent loss, damage, or theft of the equipment.
    5. Adequate maintenance procedures shall be implemented to keep the equipment in good operating condition.
c. **Liability**. Contractor shall be responsible and liable for any loss, damage, destruction, or theft to or caused by the equipment furnished to or purchased by Contractor in the performance of this Contract.
d. **Insurance**. The Contractor shall provide adequate insurance coverage for all equipment acquired or received under this Contract. Insurance coverage shall be of types and in amounts that are reasonable and that comply with the requirements of applicable law and this Contract.

e. **Disposition**. The Contractor shall request disposition instructions from HJF at the termination or expiration of the Contract or when the equipment obtained under the Contract is no longer needed for purposes of the Contract. HJF may require that title be transferred to HJF, the U.S. Government, or a third party.

D.21 Material Transfer (If applicable ☐)

I. Definitions:

1. ORIGINAL MATERIAL: The description of the material being transferred to Contractor will be specified in the SOW.

2. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the Contractor through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

3. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

4. UNMODIFIED DERIVATIVES: Substances created by the Contractor which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied to Contractor, or monoclonal antibodies secreted by a hybridoma cell line.

5. MODIFICATIONS: Substances created by Contractor which contain/incorporate the MATERIAL.

6. DELIVERABLES: DELIVERABLES shall mean the results, documents, tangible materials (if any) as described in the SOW and all other work product generated by Contractor for HJF under the Contract.

II. Terms and Conditions of this Agreement:

1. Contractor will be provided ORIGINAL MATERIAL in connection with the performance of Contractor's obligations under the Contract.

2. The owner of ORIGINAL MATERIAL retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. This Contract does not transfer the ownership of MATERIAL to Contractor.

3. HJF retains ownership of: (a) MODIFICATIONS (except that, the owner of ORIGINAL MATERIAL retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES).

4. The Contractor agrees that the MATERIAL: (a) is to be used solely for the purpose of the Contract and for no other purposes; (b) is to be used only at the Contractor's facilities; and (c) will not be transferred to any third party not listed in the SOW or without HJF's permission.

5. Contractor acknowledges that the MATERIAL/use of MATERIAL is or may be the subject of a patent application. Except as provided in this Contract, no express or implied licenses or other rights are provided to the Contractor under any patents, patent applications, trade secrets or other proprietary rights to the MATERIAL or the use of the MATERIAL.

6. Contractor shall store all MATERIAL received and DELIVERABLES manufactured (if any) pursuant to this Contract in its facilities in a secure area and compliant with all applicable U.S. and local laws and any specific instructions provided by HJF in the SOW, if any.

7. Upon termination, expiration or completion of the SOW, Contractor shall contact HJF for instructions regarding the shipping, continued storage or destruction of DELIVERABLES.

8. Any MATERIAL delivered pursuant to this Contract is understood to be experimental in nature and may have hazardous properties. HJF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

9. Contractor agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA. If the MATERIAL includes human samples

within the meaning of 45 C.F.R. Part 46, Contractor further agrees that the performance of the SOW will conform to applicable U.S. federal laws and regulations involving the use of human samples.

10. Unless expressly authorized in the SOW, Contractor will not be provided with personally identifiable information or the code to personally identifiable information with the MATERIAL. However, if Contractor accidentally receives personally identifiable information, Contractor agrees to immediately delete or destroy personally identifiable information and inform HJF.

11. After the termination or expiration of the Contract, unused MATERIAL will be destroyed or returned to HJF by the Contractor or handled in a manner as directed by HJF.

D.22 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (2 CFR 200.216) – Funds paid under this Contract may not be used to procure or obtain equipment, services, or systems that use Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered Telecommunication Equipment or Services" means (i) telecommunications equipment or services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) video surveillance and telecommunications equipment or services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); and (iii) telecommunications or video surveillance equipment or services produced or provided by an entity reasonably believed to be an entity owned or controlled by, or otherwise connected to the People's Republic of China. Contractor represents and warrants that no Covered Telecommunications Equipment or Services shall be supplied under this Contract.

D.23 PREFERENCE FOR DOMESTIC PROCUREMENTS (2 CFR § 200.322) – Under this Contract, to the greatest extent practicable and consistent with law, Contractor shall provide (or in the context of services use) goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the extent practicable under this Agreement. For purposes of this provision: (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete, glass, optical fiber and lumber.

D.24 INCORPORATION OF UNITED STATES GOVERNMENT FLOW-DOWNS - Attachment D identifies United States Federal Government legal and regulatory requirements incorporated by reference into this Agreement and any applicable Project terms and conditions flowed down to Contractor.

Section E – HJF General Provisions

E.1. Rules of Construction. This Contract is to be interpreted in accordance with the following rules of construction:

a. Including; Herein; Etc. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." The words "herein," "hereof," and "hereunder" and words of similar import refer to this Contract (including all Attachments) in its entirety and are not limited to any part hereof, unless the context shall otherwise require. The word "or" is not exclusive and means "and/or."

b. References to Documents and Laws. All references to this Contract or any Attachment hereof are to it as amended, modified, and supplemented from time to time in accordance with the terms of this Contract. All references to (i) any other agreement or instrument or (ii) any statute, law, regulation, permit, or similar item are to it as amended and supplemented from time to time (and, in the case of a statute, law or regulation, to any corresponding provisions of successor statutes, laws, or regulations), unless otherwise specified.

c. References to Days. Any reference in this Contract to a "day" or number of "days" (without the explicit qualification "business") is a reference to a calendar day or number of calendar days.

d. Examples. If, in any provision of this Contract any example is given (through the use of the words "such as," "for example," "*e.g.*," or otherwise) of the meaning, intent, or operation of any provision of this Contract, such example is intended to be illustrative only and not exclusive.

e. Currency. Except as otherwise expressly provided herein, all prices or other monetary amounts stated in this Contract are, and all monetary amounts stated in any report to be delivered pursuant hereto shall be, stated in United States Dollars.

f. Participation in Drafting. Both Parties and their respective legal counsel have participated, or had the opportunity to participate, in the drafting of this Contract, and this Contract will be construed simply and according to its fair meaning and not strictly for or against either Party.

E.2. Entire Agreement. This Contract, including any and all Attachments, Addenda, statements of work, specifications, drawings, or other documents referenced in this Contract, which are incorporated by this reference, constitute the entire agreement between the Parties. All prior negotiations, proposals, and writings pertaining to the Contract or the subject matter thereof are superseded hereby. Any reference to Contractor's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in such document. Any preprinted terms and conditions stated in any invoice, acknowledgment, or other communication issued by Contractor in connection with the Contract shall not be applicable to the Contract and shall not be considered to be Contractor's exceptions to the provisions of the Contract. Trade custom or trade usage is superseded by the Contract and shall not be applicable in the interpretation of the Contract. Contractor shall notify HJF immediately of any ambiguities, express conflicts, or discrepancies in the statement of work, specifications, drawings, or other documents that are a part of the Contract, and shall comply with the reasonable determination of HJF in such matter. Headings and numbering in the Contract are for convenience of reference only.

E.3. **Contract Modification**. No agreement or understanding modifying or waiving any terms or conditions of this Contract shall be binding upon HJF, nor shall extra compensation be paid by HJF, unless the agreement or understanding is made in writing and signed by the HJF Authorized Official.

E.4. **U.S. Government Personnel**. HJF and U.S. Government personnel are engaged in active collaboration for the medical research program funded by the Prime Award. For the avoidance of doubt, it is understood and agreed by the Contractor that U.S. Government personnel are not employees, agents, or representatives of HJF and shall have no authority to legally bind HJF for any purpose.

E.5. Changes. HJF shall have the right to make changes in the instructions, specifications, and drawings for goods or services covered by the Contract. If Contractor believes that any such change increases or decreases the price or time of delivery for such goods or services, Contractor shall so notify HJF (in writing, with adequate supporting documentation) within fifteen (15) days after receipt of written direction from HJF to make such change. Contractor's request for any adjustments shall be deemed waived unless submitted in writing within such fifteen (15) days. Contractor shall not implement the change unless directed in writing by HJF to perform said change, and, if Contractor timely requests, HJF and Contractor shall mutually agree in writing upon an equitable adjustment in the price or delivery date to reflect the effect of such change. Contractor shall not suspend performance of the unaffected portion of the Contract while HJF and Contractor are in the process of making such changes and any related adjustments, or at any time thereafter, unless so instructed in writing by HJF.

E.6. Independent Contractor. The Contractor is an independent entity and nothing herein shall be construed to make the Contractor an agent, partner, legal representative, employee, or joint venturer of HJF. HJF and Contractor will at all times remain independent contractors, each engaged in its own separate business and each responsible for its own employees and costs of doing business.

E.7. Conflict of Interest. The Contractor represents that it is free to enter into this Contract and that this engagement shall not conflict with any obligations the Contractor owes to any third party nor does it violate the terms of any agreement between the Contractor and any third party.

E.8. Assignment. Neither this Contract nor any part thereof shall be assigned or transferred by Contractor without the express prior written consent of HJF, and any assignment or transfer without such consent shall be void and of no effect.

E.9. Laws and Regulations. Contractor agrees that, in performance of the Contract, Contractor will comply with all applicable laws, statutes, rules, regulations, ordinances, and orders of any state, country, or political subdivision thereof.

E.10. **Timely Performance**. Time is of the essence in this Contract. Contractor's timely performance is a critical element of this Contract. If Contractor becomes aware of difficulty in timely performing the Contract, Contractor shall promptly notify HJF, in writing, giving pertinent details. Such notification shall not change any delivery schedule.

E.11. **Force Majeure**. Neither HJF nor Contractor shall be liable to the other for any failure to perform the obligations hereunder if such failure is due to fires, floods, strikes, work stoppages, accidents, war, riots, insurrection, governmental actions, acts of terrorism, acts of God, or any other such cause that is beyond the control of the Party failing to perform.

E.12. **Service Work**. In the event the Contract requires the performance of service work or installation of goods by Contractor upon any property, premise, or project of HJF or its customer, Contractor shall examine the premises to determine whether they are safe for such services and shall advise HJF promptly of any situation it deems unsafe. Further, while on the premises of HJF or its customer, Contractor and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with HJF's or its customer's safety and facility rules. Contractor shall keep said premises and the vicinity thereof clean of debris caused by its work, and upon completion of work, shall leave the premises clean and ready for use. Upon request of HJF and at no expense to HJF, Contractor shall promptly remove from said premises any person under the control of Contractor who violates any of the aforesaid safety, health, or facility laws, regulations, ordinances, or rules, who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to HJF or its customer.

E.13. **Insurance (Standard)**. Contractor shall maintain and, upon HJF's request, shall provide written proof of the following insurance coverages during the term of this Contract and through the end of any applicable warranty period specified in E.21: Worker's Compensation in amounts required by law; Employer's Liability Insurance with minimum limits of $500,000 per occurrence; Comprehensive General Liability Insurance with a combined single limit of $2,000,000 per occurrence for bodily injury and property damage, protecting Contractor against claims for bodily injury, including death, and property damage arising out of Contractor's operations; Automobile Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury, contractual endorsement, products, hazards, environmental liability, and property damage covering use and operation of owned, non-owned, and hired vehicles. If Contractor subcontracts any of the work to a third party, Contractor shall require such third party to furnish the same insurance and indemnity as are required of Contractor hereunder.

E.14. Indemnification. Contractor agrees to indemnify, defend, and hold HJF, its officers, directors, employees, and agents harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, and expenses (including personal injuries, property damage, and reasonable attorney's fees), to the extent that such losses, liabilities, demands, suits, judgments, claims, and expenses arise out of or result from the negligent or intentional acts or omissions of Contractor, or of its officers, directors, employees or agents, in performing its obligations under this Contract.

E.15. **Limitation of Liability**. **IN NO EVENT WILL HJF BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT, EVEN IF HJF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event will HJF's liability hereunder for damages of any nature exceed the Contract Amount in A.8.

E.16. **Packing and Shipment**. All deliverables shall be packaged and marked as appropriate for the specific materials being delivered. Contractor agrees to ensure that shipments of deliverables are properly packaged and marked in accordance with standard commercial practice and applicable carrier regulations, unless otherwise specified in this Contract. On all shipments, a packing list shall accompany each container and shall describe the contents of that container and reference the appropriate Contract and item number. The bill of lading also will reference the Contract and item number. Contractor agrees to ship via carrier specified by HJF, if any. No charge shall be allowed for packing, marking, shipping, or handling unless otherwise stated in the Contract. Contractor shall bear any premium freight cost incurred beyond that agreed by HJF. Contractor is responsible for all shipments that are damaged in transit due to improper packaging, improper marking, improper judgment, or other act or omission of the Contractor. Partial shipments, if authorized by HJF, shall not be construed as making the obligations of

Contractor severable. All goods received in excess of Contract requirements shall be subject to return for credit at Contractor's expense.

E.17 Inspection and Acceptance. All goods and services shall be subject to inspection by HJF and the Government at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of this Contract. Inspections and tests are for the sole benefit of HJF and the Government and do not relieve the Contractor of responsibility for providing adequate quality control measures or relieve the Contractor of responsibility for damage to or loss of material or equipment prior to acceptance, or constitute or imply acceptance, or affect the continuing rights of HJF or the Government. Goods and services shall be deemed accepted only after they have been inspected and found by HJF to be in conformance with this Contract. The Contractor shall, without charge, replace or correct work found by HJF not to conform to Contract requirements.

E.18. **Title**. **(Standard**) Contractor warrants full and unrestricted title to HJF for the goods and services furnished by Contractor under the Contract, free and clear of any and all liens, restrictions, reservations, security interests, or encumbrances. Transfer of title shall occur upon acceptance of goods or services or 30 days after receipt of goods or services, whichever is earlier. If HJF makes installment payments to Contractor under the Contract, title to the goods ordered hereunder (including work in progress, components thereof, and materials therefor) shall pass to HJF at the time the first installment payment is made or as otherwise specified in the Contract. Contractor shall clearly identify such goods by visible marking or tagging, and HJF shall have the right, at HJF's option, to inspect and verify that said goods have been identified as HJF's property. Care, custody, and control of such goods remain with Contractor until such time as HJF takes physical possession.

E.19. Language and Standards. All reports, correspondence, drawings, notices, markings, and other communications shall be in the English language. The English version of this Contract shall prevail. Unless otherwise provided in writing, all documentation and work shall use the units of U.S. standard weights and measures.

E.20 Taxes and Duties. Unless otherwise specified, any prices include all applicable federal, state, and local taxes, as well as duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes or charges for which HJF has a valid exemption certificate.

E.21. **Warranties**. In addition to Contractor's standard warranty and any warranty specified in any other sections/attachments to this Contract, Contractor warrants that all goods and services furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, designs, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. All warranties shall survive inspection and acceptance of, and payment for, the goods and services. All warranties shall run to HJF and its successors and assigns. The warranty shall extend for a period of one (1) year after HJF's final acceptance unless a different period is set forth elsewhere in this Contract. If any nonconformity of the goods or services appears within that time, Contractor shall promptly repair, replace, or re-perform, at HJF's option. Any such repair, replacement, or repeat performance shall be at Contractor's expense. Goods and services so required to be repaired, replaced, or repeated shall be subject to this provision and the Inspection and Acceptance provisions of this Contract in the same manner and to the same extent as the goods and services originally provided under this Contract. If repair, replacement, or re-performance is not timely, HJF may elect to repair or re-procure the nonconforming goods and services at Contractor's expense.

E.22. **Mechanics' Liens**. Contractor's obligations under the Contract shall include keeping the premises of HJF and HJF's customers free from all claims, liens, and encumbrances. Contractor, for itself and all of its subcontractors and suppliers, waives all rights of lien against the property and premises of HJF and HJF's customers for labor performed or for goods furnished.

E.23. Bonds or Other Security (*applicable to Contracts for construction or facility improvement*). The Contractor shall furnish performance and payment bonds for 100 percent of the Contract Amount within seven (7) days of the effective date of this Contract. The bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States."

E.24. Confidentiality (Standard).

(a) "Confidential Information" shall mean (i) any HJF or U.S. Government information or materials provided to Contractor pursuant to this Contract; (ii) any information or materials conceived, originated, discovered, or developed, in whole or in part, by the Contractor pursuant to any work performed under this Contract; (iii) any data or test results and analysis thereof generated by Contractor pursuant to this Contract; and (iv) any report prepared by Contractor pursuant to this Contract. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries, ideas, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research development processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, trade secrets, and financial information. Confidential

Information also includes any information described above that HJF obtains from another party and which HJF treats as proprietary or designates as Confidential Information, whether or not owned or developed by HJF. Notwithstanding the foregoing, Confidential Information shall not include information that (i) was known to the Contractor without a duty of confidentiality before receipt from HJF or the U.S. Government as evidenced by written records made prior to such receipt or disclosure; (ii) is published or becomes available to the general public other than through a breach of this Contract; (iii) is rightfully received by Contractor from a third party without a duty of confidentiality; or (iv) is publicly disclosed by Contractor with prior written permission from HJF.

(b) Nondisclosure. The Contractor hereby agrees that during the term of this Contract and for a period of ten (10) years thereafter, and except as specifically permitted herein or in a separate writing signed by an authorized official of HJF, the Contractor shall not use, commercialize, or disclose any Confidential Information to any person or entity. The Contractor further agrees to hold the terms of this Contract in confidence. Upon termination or at any time upon the request of HJF, the Contractor shall return to HJF all Confidential Information, including all notes, data, reference materials, sketches, drawings, memoranda, documents, and records that in any way incorporate Confidential Information.

(c) If the Contractor is requested or required (in legal proceedings, investigation by any governmental entity, or other similar process or by law or regulation) to disclose any Confidential Information, the Contractor shall, if permitted by applicable law, (i) promptly notify HJF in writing of the existence, terms, and circumstances surrounding such request or requirement and (ii) reasonably cooperate with HJF to seek or obtain a protective order or other remedy or to resist or narrow such request or requirement or to otherwise assure that such Confidential Information is withheld from the public record and public availability. If, in the absence of such protective order or similar remedy and notwithstanding the provisions of this Contract, Contractor is, in the opinion of its legal counsel, legally compelled to make disclosure of such Confidential Information at the time such disclosure is proposed to be made or else be liable for contempt or suffer other material legal penalty, Contractor shall disclose only that portion of such Confidential Information that, in the opinion of such counsel, is legally required to be disclosed at that time in order to avoid liability for contempt or other material legal penalty, provided that Contractor exercises its best efforts to preserve the confidentiality of such Confidential Information, including by cooperating as reasonably requested by HJF.

E.25. **Information Disclosed to HJF**. With respect to any information, knowledge, or data disclosed to HJF by the Contractor, the Contractor represents that it has the full and unrestricted right to disclose the same without incurring legal liability to others, and that HJF shall have the full and unrestricted right to use and publish the same as HJF may see fit.

E.26. **Patent Indemnity**. Contractor, at its sole expense, shall indemnify, hold harmless, and defend HJF, its officers, agents, employees, successors, and customers (mediate and immediate) from and against any suit or proceeding brought against HJF based on a claim, actual or alleged, that the purchase, manufacture, use, or sale of any goods or services or any part thereof supplied under the Contract, constitutes infringement of any patent, copyright, trademark, or proprietary information right of others, and Contractor shall pay all loss, expense, liability, damages, and costs awarded therein against HJF at law or in equity. Contractor shall be promptly notified, in writing, of the suit or proceeding and shall be given adequate authority, information, and assistance, at Contractor's expense, for the defense of same, subject to the right of HJF to participate at its expense and to be fully advised by Contractor in advance of all actions taken. In case said goods or any part thereof are, in such suit, held to constitute infringement or the sale or use of said goods or parts thereof are enjoined, regardless of whether such determination constitutes a final judgment, Contractor shall, at its expense, either procure for HJF the right to sell and use said goods or part thereof, or replace the same with substantially equivalent but non-infringing goods.

E.27. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

The Contractor shall promptly and fully report to HJF's Administrative Contact (identified in A.3), in writing, all data, results, conclusions, discoveries, inventions, improvements, know-how and the like, whether patentable or not, conceived, made, or first reduced to practice by the Contractor during the term of this Contract (whether made solely by the Contractor or jointly with others) that result from or are suggested by any work the Contractor may do pursuant to this Contract (hereinafter "Inventions"). The Contractor agrees that all Inventions are and shall be the sole property of HJF, and Contractor agrees to, and does hereby, assign to HJF or HJF's nominee its entire right, title, and interest in and to any and all Inventions. The Contractor shall assist HJF, at HJF's expense, in the preparation of all documentation necessary to effectuate and perfect HJF's rights in Inventions.

E.28. **Copyright**.

(a) The Contractor agrees that each and every work of authorship authored and to be authored pursuant to or in furtherance of this Contract (hereinafter in this clause the "Work") is and shall be a "work made for hire" as defined in 17 U.S.C. § 101, and, pursuant to 17 U.S.C. § 201(b), HJF is the author thereof and the owner of all rights comprised in the copyright.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, the Contractor hereby transfers and assigns to HJF all right, title, and interest in and to any and all copyrights in and to the Work (and any registrations and copyright applications relating thereto and any renewals and extensions thereof). Without limiting the foregoing, the Contractor specifically transfers and assigns to HJF the rights to create derivative

works based on the Work and to receive any and all profit, benefit, and advantage that shall or may arise by or from printing, copying, publishing, or vending all or any portion of the Work and any derivative works based thereon, together with any and all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto and any and all causes of action, either in law or in equity, for past, present, or future infringement of the copyrights, and all rights corresponding to the foregoing throughout the world, to have and to hold the same to HJF and its successors and assigns forever.

(c) The Contractor warrants and represents that the Contractor is the sole author (within the meaning of U.S. copyright law) of the Work; that the Work is not in the public domain; that the Work is original (except for any material from previously copyrighted works obtained by permission or assignment); that the Work does not infringe any existing copyright; that the Work has not heretofore been published in any form; and that the Contractor has full power to transfer any copyright interest that the Contractor may have in Work to HJF. HJF shall have the right to extend these warranties to any third parties, and the Contractor shall be liable to the same extent as if the Contractor made such warranties originally to such third party.

(d) The Contractor will defend, indemnify, and hold harmless HJF and its licensees against all claims, suits, costs, damages, and expenses that HJF or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or by reason of any infringement or violation by the Work of any copyright or other property right; and until such claim or suit has been settled or withdrawn, HJF may withhold any sums due the Contractor under this Contract.

(e) With the exception of short, properly attributed excerpts from others' works that constitute fair use, the Work contains no material from other copyrighted works without the written consent of the copyright holder(s). The Contractor will obtain such consents at its own expense after consultation with HJF and will file them with HJF at the time the Work is delivered. Any obligations associated with such consents will be the sole responsibility of the Contractor.

(f) The Contractor agrees to execute all papers and to perform such other proper acts as HJF may deem necessary to secure for HJF or its designee the rights herein assigned.

(g) The U.S. Federal Government, including the sponsor of the Prime Award, reserves a royalty-free, non-exclusive, irrevocable right to reproduce, publish, or otherwise use the Work for U.S. Federal purposes, and to authorize others to do so.

E.30. Termination for Convenience. HJF reserves the right to terminate this Contract, in whole or in part, for its convenience upon thirty (30) days written notice. On the date of termination stated in the notice, Contractor shall discontinue all work pertaining to the Contract, shall place no additional orders, and, pending HJF's instructions, shall preserve and protect materials on hand purchased for or committed to the Contract, work in progress, and completed work both in Contractor's and in its suppliers' facilities, and shall dispose of same in accordance with HJF's instructions. HJF and Contractor shall mutually agree on appropriate cancellation payment to Contractor or refund to Contractor, if any, taking into consideration that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, reasonable and necessary expenses resulting from the termination, as substantiated by documentation reasonably satisfactory to and verified by Contractor, and amounts previously paid by Contractor.

E.31. **Termination for Default**. If Contractor at any time shall default on or fail to perform any of its material obligations under the Contract, be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Contractor's insolvency, HJF may, by written notice to Contractor, without prejudice to any other rights or remedies that HJF may have, terminate further performance by Contractor under the Contract. In the event of such termination, HJF may complete the performance of the Contract by commercially reasonable means, and Contractor shall be responsible for the additional costs incurred by HJF in so doing. Any amounts due Contractor for work completed by Contractor prior to such termination shall be subject to offset HJF's additional costs of completing the Contract and other damages incurred by HJF as a result of Contractor's default.

E.32. Dispute Resolution. In the event of any controversy or claim arising out of or relating to any provision of this Contract or the breach thereof, the Parties shall follow the following Dispute resolution process to resolve any Dispute as expeditiously as possible. A party shall give written notice to the other party of the Dispute and request initiation of the Dispute resolution process. The parties shall meet (virtually or in person) within ten (10) business days to try to resolve the Dispute. If the parties are unable to resolve the Dispute at the meeting, each party will prepare and provide to the other party a written position statement summarizing unresolved issues and such party's proposed resolution within twenty (20) business days after the meeting. These position statements will be delivered to the designated senior executive officers of each party, who then will attempt to resolve the Dispute. If after thirty (30) business days the parties continue to be unable to resolve the Dispute, either party may commence an action in a court of competent jurisdiction as provided in (b) below.

a) For any Dispute that cannot be resolved through the Dispute resolution process set forth in (a) above, either party may commence an action in the Maryland state courts in Montgomery County, Maryland, U.S.A., or, if jurisdiction is proper in U.S. Federal court, in the appropriate U.S. Federal District Court for the District of Maryland, and both parties hereby consent to personal jurisdiction in such state and federal courts in Maryland, U.S.A.

b) Notwithstanding the Dispute resolution process in (a) above, this provision shall not be construed to limit a party's right to seek preliminary or permanent injunctive relief in a court of competent jurisdiction as provided in (b) above.

c) The Contractor shall proceed diligently with the performance of the Purchase Order pending final resolution of any Dispute.

E.33. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to principles of conflict or choice of laws, but giving due regard to U.S. Federal laws and regulations governing the interpretation of U.S. Federal grants, cooperative agreements, and contracts.

E.34. **Right to Setoff**. HJF, without waiver or limitation of any rights or remedies of HJF, shall be entitled at any time to set-off any amounts due or owing to HJF from the Contractor against any amount payable by HJF, whether or not in connection with this Contract.

E.35. Hazardous Materials. Contractor shall notify HJF in writing upon receipt of the Contract if any goods or services furnished are subject to laws or regulations relating to hazardous or toxic substances, or to any other environmental or safety and health regulations, or, in the case of goods when disposed of, to regulations governing hazardous wastes. Contractor shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by HJF's non-technical personnel and sufficiently specific to identify all action that the user must take concerning the material.

E.36. Export Control. Contractor understands and acknowledges that HJF is subject to various national security and export control laws and regulations that prohibit or restrict the export or diversion of certain controlled information and materials. In the performance of this Contract, the Contractor agrees that it will comply with all applicable U.S. laws (including, but not limited to, the International Traffic in Arms Regulations and the Export Administration Regulations), Executive Orders, and Federal agency regulations and policies concerning the use, handling, and dissemination of controlled information and materials. Nothing in this Contract shall be construed to permit any dissemination of controlled information or materials in violation thereof.

E.37. Compliance with Foreign Corrupt Practices Act and Other Laws. It is HJF's policy to conduct its business in strict compliance with all laws, rules, and regulations applicable to such business in all countries in which it operates and to require all of HJF's contractors and subcontractors to avoid any activities that would involve or potentially involve HJF in any unlawful practice. The Contractor agrees to comply with this policy. The Contractor understands and acknowledges that HJF is subject to the U.S. Foreign Corrupt Practices Act ("FCPA"), which is codified at 15 U.S.C. §§ 78dd-1, *et seq*. The Contractor hereby represents, warrants, and covenants to HJF that it understands HJF's obligations under the FCPA and that neither it nor any of its employees, representatives, agents, or advisors have made nor will make, directly or indirectly, any solicitation, request, offer, payment, promise to pay, or authorization of any of the foregoing that is in violation of the FCPA. The Contractor likewise understands and acknowledges that it is HJF's policy to comply with the provisions of the U.K. Bribery Act. The Contractor hereby represents, warrants, and covenants to HJF that neither it nor any of its employees, representatives, agents, or advisors have made nor will make, directly or indirectly, any solicitation, request, offer, payment, promise to pay, or authorization of any of the foregoing that is in violation of the U.K. Bribery Act.

E.38. **No Waiver**. Except as otherwise expressly provided, no failure or delay of either Party in exercising any power, right, or remedy will operate as a waiver thereof, nor will any single or partial exercise of any power, right, or remedy preclude any other or further exercise thereof or the exercise of any other power, right, or remedy.

E.39. **Security**. If HJF makes any advance or progress payment to Contractor under the Contract, Contractor agrees, upon HJF's request, to execute a security agreement and financing statement (both in form satisfactory to HJF) granting a security interest to HJF, effective in all states of fabrication or manufacture, in the proceeds, raw materials, and goods that are purchased, manufactured, or otherwise obtained pursuant to the Contract.

E.40. **Record Retention and Audit**. All records related to this Contract, at any time in the possession or control of Contractor, shall be retained for a period of six (6) years and four (4) months after the conclusion of the Prime Award. Without limiting the foregoing, if any litigation, claim, or audit is started before the expiration of the six-year-and-four-month period, the original records shall be retained until all litigation, claims or audit findings involving the records are resolved. HJF, the Department of Defense, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the Contractor as are necessary to verify Contractor's performance and all expenses and charges submitted pursuant to the terms of this Contract. Contractor shall make such books and records available for inspection during normal business hours at Contractor's place of business. If this Contract has elements that are not firm-fixed-price and a final audit has not been performed prior to the closeout of the Contract, HJF will retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

E.41. Release of Information and Use of Name. Contractor shall not release or have released any publication, publicity, press release, or advertising, regardless of media, relating to this Contract or use the name of HJF or the

Awarding Agency in any publication, publicity, press release, or advertising without the express written approval of HJF. No reference to HJF shall be made in any advertising or publicity matter without HJF prior written approval.

E.42. Information Technology Compliance. Contractor shall implement and maintain an adequate level of security to protect the confidentiality, integrity, and availability of HJF Confidential as defined in E.24 Confidentiality or other information of any nature whatsoever provided by, or related to, HJF or HJF's customers or other data subjects that is protected by applicable state, federal, or foreign data security and privacy laws and regulations (collectively, "HJF Protected Information").]. This includes implementing appropriate administrative, technical, and physical safeguards to prevent unauthorized access, loss, disclosure, or misuse of HJF Protected Information.

Contractor shall remain responsible for ensuring compliance with applicable security and data protection obligations. Contractor is responsible for ensuring that its employees, subcontractors, and any third parties with access to HJF Protected Information comply with these security obligations.

In the event of an actual or reasonably suspected security incident or data breach that may impact shared data, Contractor shall notify HJF promptly (and in any event within any notice period as required by applicable laws or regulations) and take necessary steps to contain, remediate and report the incident. Contractor shall cooperate in any investigation or response efforts as reasonably requested by HJF.

E.43. Severability. Whenever possible, each provision of this Contract will be interpreted in such a manner as to be legal, valid, and enforceable under applicable law, but if any provision of this Contract shall be held by a court having jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Contract will remain in full force and effect as if it had never contained such illegal, invalid, or unenforceable provision. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Contract to replace the illegal, invalid, or unenforceable language with legal, valid, and enforceable language that as closely as possible reflects such intent.

E.44. **Order of Precedence.** If an otherwise irreconcilable conflict arises between any provisions of this Contract, the following order of precedence shall prevail:

(1) the Contract excluding Attachments
(2) Attachments A and B
(3) Attachment C, and other documents incorporated by reference (if any).

E.45. Electronic Signatures/Counterparts. The parties acknowledge and agree that Contract may be executed in counterparts, using electronic or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written signature by a party's authorized representative. Each counterpart shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party waives any legal requirement that this Contract be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

E.46. Ethics Policy. If the Contractor does not have a written Business Code of Ethics, they are expected to conduct themselves in a manner consistent with the principles expressed in the HJF Third Party Code of Ethics.

E.47. Conflicts. Seller represents that, to its knowledge, no HJF or its subsidiaries trustee, officer, employee or any other person affiliated with HJF or its subsidiaries and having involvement with this Contract (1) is affiliated with Contractor, and (2) that, to its knowledge, no HJF its subsidiaries trustee, officer, employee or any other person affiliated with HJF or its subsidiaries and having involvement with this Contract has received, was promised, or will receive anything of value in connection with this Contact or performance contemplated hereunder.

E.48. **Survival**. The provisions of Sections C.7, C.8, C.9, C.10, C.12, D.1, D.14, and the entirety of this Section E shall survive the expiration or termination of this Contract. In addition, all other Contract terms and conditions that by their nature are intended to extend beyond the expiration or termination of this Contract, shall also survive the expiration or termination of this Contract.

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: THE SCHEDULE

ATTACHMENT C: MANDATORY FLOW DOWN CLAUSE FROM THE PRIME AWARD

Where necessary to make incorporated provisions applicable to this Contract, references to the "Government," the "Grantor," the "Agency" or words of similar import shall mean "HJF"; references to the "Grantee," the "Awardee," the "Recipient," the "Contractor" or words of similar import shall mean the "Contractor"; and references to "Grants Officer" or "Contracting "Officer" shall mean a "HJF Authorized Official."

Salary Limitation – Applies to USU and NIH (for NIH confirm cap and language)
The Recipient shall not use funds to pay the salary of an individual at a rate in excess of the Federal Executive Schedule Level I in effect on the date the funding was obligated. Effective January 1, 2024, EL1 salary is $250,600.00 per year, or $120.00 per hour.

Article F.9. Compliance with Department of Defense Information Technology Standards

A. Compliance with Department of Defense Information Technology Standards
   1. All data managed or processed in execution of this agreement shall be classified prior to creation or transfer to a supporting system in accordance with NIST SP 800-60-1 and SP 800-60-2 by the governing Information Systems Security Manager (ISSM), or her/his designee.
   2. All federal information technology systems (including mobile devices), as defined as those employed by a direct or indirect federal employee (military, civilian, or contractor) shall have a valid Authority to Operate (ATO) on file with the ISSM at the appropriate impact level in (a) above, including any caveats (e.g. FOUO, HIPAA, etc.) in accordance with DoD 8510.01 Risk Management Framework for DoD Information Technology and NIST SP 800-53 Security and Privacy Controls for Information Systems and Organizations.
      1. Except for end-user devices, a Privacy Impact Assessment will also be performed for any such system in accordance with DoDI 5400.16 and documented through the governing ISSM and Privacy Officer prior to its employ.
   3. All non-federal entities (including all subrecipient(s)/subcontractor (s) must attest in writing to their conformance with NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations at the appropriate information rating, as well conformance with any additional applicable qualifiers (e.g. HIPAA) prior to beginning work.
   4. Unless assigned to another DoD entity elsewhere in this agreement, USU shall remain the data, privacy, and compliance custodian for this program throughout its lifecycle and have all consequent rights, authorities, and responsibilities thereof.
      1. Exchange of data between the Parties or their subrecipient(s)/ subcontractor(s) not otherwise defined in this agreement must be documented in advance through execution of Data Use/Data Sharing Agreements, with ratification through such process as is designated by the ISSM and the Parties' own internal mechanisms.
   5. The passages in this section are an express acknowledgement by the Parties of their obligations and shall not be interpreted as abridging the Parties' individual or collective responsibilities to conform with any applicable law, statute, regulation, instruction, or other local policy.

B. Centers Management and Information Technology Normalization
   1. The Parties hereby agree that USU is in the process of rationalizing Information Technology and data management and protection for each of its Centers. At any point during this period of performance, USU may at its sole discretion elect to migrate any or all of the data systems supporting a USU Center into its enterprise management. During the course of any migration or similar transition, reasonable efforts will be made to minimize disruption to business and research operations.

By signing this Contract, Contractor attests conformance with NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations at the appropriate information rating, as well as conformance with any additional applicable qualifiers (e.g., HIPAA).