



Grant Agreement

Grant Number
Title

G-202105-67810
Security evaluation and improvement of the personal cyberinfrastructure with new tools and education development

GRANTEE INFORMATION

Grantee Organization	Corporation "Science Park "Kyivska Polytechnika"
Address	37E, Peremogy Ave., of. 305. Kyiv, Ukraine, 03056
Phone	+380442048192
DUNS	365097494
Principal Investigator Name/Title	Iuliia Yamnenko, Head of Department of Electronic devices and systems
Principal Investigator Phone	+380930510180
Principal Investigator E-Mail	petergerya@yahoo.com
Agreement Signatory Name/Title	Viktor Kamaiev, General Director of the Corporation "Science Park "Kyivska Polytechnika"
Agreement Signatory Phone	+380503307264
Agreement Signatory E-Mail	spark@spark.kpi.ua

CRDF GLOBAL INFORMATION

Address	1776 Wilson Boulevard, Third Floor Arlington, VA 22209
DUNS	929494532
Technical Officer Name/Title	Olga Gaponenco, Project Lead
Technical Officer Phone	+380506365181
Technical Officer E-Mail	ogaponenco@crdfglobal.org
Agreement Officer Name/Title	Olena Kokliagina, Grant coordinator
Agreement Officer Phone	+380504767640
Agreement Officer E-Mail	okokliagina@crdfglobal.org

GRANT INFORMATION

Project Duration	12 months, contingent upon Prime Agreement extension from September 30, 2021
Grant Ceiling	\$74,233.50
Costshare	NO
Payment Terms	Net Thirty (30)
Competition	2021 US-Ukraine Cybersecurity Competition
Prime Agreement Number	SLMAQM17GR1060
Authorization	Foreign Assistance Act
CFDA Number	19.878
Cost-Type	<input checked="" type="checkbox"/> Cost-Reimbursable <input type="checkbox"/> Fixed Obligation



Grant Agreement Continued

This Agreement is Subject to the Following Statutory Requirements, Herein Incorporated by Reference (Applies When Checked)

- ☒ 2 CFR 200 (Prime Grants or Cooperative Agreements)
- ☐ 48 CFR Ch.1, Part 31.2 (Prime Contracts/Commercial Orgs)
- ☐ Other

Attachments

- Attachment A: Grant Description / Statement of Objectives
- Attachment B: Financial Summary
- Attachment C: General Terms & Conditions
- Attachment D: Payment Terms
- Attachment E: Reporting Requirements
- Attachment F: Standard Terms & Conditions: Research Grants
- Attachment G: Agency-Specific Terms & Conditions
- Attachment H: Special Terms & Conditions

EXECUTION

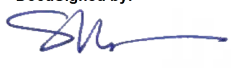
This Agreement is entered into by CRDF Global and Corporation "Science Park "Kyivska Polytechnika" (hereafter "Grantee") for the purposes set forth in Attachment A: Grant Description /Statement of Objectives (hereafter "Project"). This Grant Agreement (with all attachments, hereafter the "Agreement"), constitutes the complete understanding between CRDF Global and the Grantee and supplants all representations of the Parties, whether oral or written, made prior to the execution of this Agreement. No subsequent modification, extension, or amendment to any part of this Agreement will be valid unless in writing and signed both by CRDF Global and the Grantee. By signature of their authorized representatives below, CRDF Global and Grantee (hereafter the "Parties") make and enter into this Agreement as of the date of CRDF Global execution.

For Corporation "Science Park "Kyivska Polytechnika"

 _____ Signature	 _____ Print Name and Title	Viktor Kamaiev General Director of the Corporation "Science Park "Kyivska Polytechnika" _____ Date
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23.09.2021

For CRDF Global

DocuSigned by:

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 Signature

Shawn Wheeler
 Senior Vice President

 Print Name and Title

9/24/2021

 Date



Grant Agreement Continued

ATTACHMENT A: GRANT DESCRIPTION / STATEMENT OF OBJECTIVES

I. **Proposal Reference**

The Grantee's proposal, ***Security evaluation and improvement of the personal cyberinfrastructure with new tools and education development*** is herein incorporated by reference.

II. **Abstract**

With the national economy and the whole society getting increasingly computerized and mobile, endpoint security as well as a human factor are frequently overlooked in cybersecurity research and education. The project merges cybersecurity research with education. It will evaluate and improve endpoint cyberinfrastructure security, concentrating on mobile personal and home computational and control environment, through the set of research, development and educational activities that include data collection, analysis, and security evaluation procedures built upon conventional and AI techniques as well as tool adaptation and production. This research will be based on PI/coPI's projects, currently funded by NSF, DoD, NSA but will produce new results and developments. The research and work plans include:

Task 1: Collect new data and significantly extend our existing data and knowledge bases, which will include characteristics of the personal and home mobile computational (e.g. smartphones, tablets) and electronics devices (sensors, microcontrollers), which are currently owned by general population in Ukraine.

Task 2: Analyze data collections, adapt previously produced by our team and develop and implement new tools for mobile device security evaluation and protection. Intelligent services should offer recommendations and guidelines on personal environment security improvement.

Task 3: Promote and facilitate cybersecurity improvement through widespread educational activities, which will start with further development, adaptation, and delivery at KPI of the college level course of Intelligent Security Systems. The course has been developed for NSA Cybersecurity Curriculum and successfully taught at RIT for a few years. It covers cybersecurity and AI areas. With a few universities in Ukraine having already expressed their interest in teaching this course, its adaptation and further development will assist in capacity building of the cybersecurity professional and educational body.

The project will be performed by the international diverse team, which includes researchers, educators, and students. The team will be based at the Global Cybersecurity Institute and College of Computing and Information Sciences at RIT, New York and KPI University, Science Park "Kyivska Polytechnika", Kyiv, Ukraine and collaborate with other universities. We will employ multiple mechanisms and metrics to evaluate the project results and its impact on research and education at the international level.

III. **Key Objectives / Milestones**

The project aims at evaluating and improving endpoint cyberinfrastructure security, concentrating on mobile personal and home computational and control environment, through the set of research, development and educational activities that includes the development of data collection, analysis, and security evaluation procedures built upon conventional and AI techniques as well as tool adaptation and production.



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Milestone Plan

Reporting Period			Responsible Team	
First Quarterly Reporting Period			Mark all that apply	
Milestone #1	Description:	Associated Deliverable(s):	U.S. Sub-Team	Ukrainian Sub-Team
Task 1.1 (see Table 3 in Narrative)	Sharing existing data and knowledge bases	Access to data and knowledge bases	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Task 2.1. (see Table 3 in Narrative)	Analyzing collected data	Data analysis	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Task 3.1(see Table 3 in Narrative)	Sharing curriculum and course materials	Curriculum and course materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Total Amount Requested for this Reporting Period:		\$32728	\$18748	\$13980
Second Quarterly Reporting Period			Mark all that apply	
Milestone #2	Description:	Associated Deliverable(s)	U.S. Sub-Team	Ukrainian Sub-Team
Task 1.2(see Table 3 in Narrative)	Collecting new data on computing devices	New data set	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Task 2.2(see Table 3 in Narrative)	Presenting existing tools	Existing tools description	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Task 3.2. (see Table 3 in Narrative)	Adapting curriculum and course materials	Adaptation plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Total Amount Requested for this Reporting Period:		\$35063	\$18748	\$16315
Third Quarterly Reporting Period			Mark all that apply	
Milestone #3	Description:	Associated Deliverable(s)	U.S. Sub-Team	Ukrainian Sub-Team
Task 1.3. (see Table 3 in Narrative)	Collecting new data on electronic devices	New data	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Task 2.3. (see Table 3 in Narrative)	New tools design and development	New tools	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Task 3.3. (see Table 3 in Narrative)	Developing new curriculum and course materials	New materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Total Amount Requested for this Reporting Period:		\$35543	\$18748	\$16795
Fourth Quarterly Reporting Period			Mark all that apply	
Milestone #4	Description:	Associated Deliverable(s)	U.S. Sub-Team	Ukrainian Sub-Team
Task 1.4.	Adding new data to existing collections	New data	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Task 2.4.	Reporting and sharing	Report	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Task 3.4	Pilot course	Delivery	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Total Amount Requested for this Reporting Period:		\$45895,09	\$18751,59	\$27143,50



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IV. Key Personnel

Personnel Name (First, Last)	Role on Project
Iuliia Yamnenko, Professor	Principal Investigator for Ukrainian Sub-team of the project, will lead the overall implementation and management of the project
Yuriy Khokhlov, Associate Professor	Take part in development and implementation of machine learning software for evaluation of the risks of attack, ongoing "operational work".
Artem Moroz, Senior Researcher	Work with the database, help with setup of the experimental stand, working with the stand, adaptation of his Ph.D. thesis results.
Graduate Student (TBD)	Work as a research assistant for this project: data collection, data cleaning, help in modeling, help in debugging algorithms.
Oleksandra Kolesnyk, Clerical Support Staff	Responsible for financial questions and administration for the project

V. Collaborators

Collaborator Institute
Rochester Institute of Technology (RIT)

Collaborator Name	Role on Project
Leon Reznik, Professor	Principal Investigator for US Sub-team of the project, will lead the overall implementation and management of the project
PhD student (TBD)	Assist with research and development of the data collection and intelligent services. His stipend is included into this project budget. RIT has agreed to provide the financial assistance in the form shared cost to cover the tuition cost for one year.
Igor Khokhlov, Postdoctoral Researcher	Co-PI, will be responsible for research as well as a graduate student supervision. He will take direct responsibility for Tasks 1.4., 2.2, 2.4. and 3.3. as specified in the Milestone Plan.



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ATTACHMENT B: FINANCIAL SUMMARY

I. Financial Summary

Budget

Individual Financial Support [IFS]						
Enter Individual Recipient Names Below	Position	Total # of Person-hours to be Devoted to Project-Related Work	Hourly rate	Fringe Rate (%)	TOTAL	Item applied to MTDC* (Yes/No)
Julia Yarmenko	PI	960	\$ 5.50		\$ 5,280.00	Yes
Yuriy Khokhlov	Researcher	960	\$ 5.00		\$ 4,800.00	Yes
Artem Moroz	Researcher	960	\$ 5.00		\$ 4,800.00	Yes
TBD	Graduate Student	960	\$ 2.75		\$ 2,640.00	Yes
TBD	Clerical Support Staff	960	\$ 2.50		\$ 2,400.00	Yes
SUBTOTAL - IFS					\$19,920.00	
SUBTOTAL IFS - MTDC					\$19,920.00	

Equipment, Supplies and Services [ESS]		
Equipment - (Provide an Itemized List)	TOTAL	Item Applied to MTDC (Yes/No)
Digital Oscilloscope	\$ 3,000.00	Yes
Workstation for ML/AI	\$ 4,000.00	Yes
SUBTOTAL EQUIPMENT	\$ 7,000.00	
SUBTOTAL EQUIPMENT - MTDC	\$ 7,000.00	
General Supplies and Expendable Materials		
Raspberry Pis and Arduino	\$ 500.00	Yes
SUBTOTAL SUPPLIES	\$ 500.00	
SUBTOTAL SUPPLIES - MTDC	\$ 500.00	
Subscriptions		
Security & Privacy Magazine, IEEE	\$ 500.00	Yes
Buying articles w/o subscription	\$ 500.00	Yes
SUBTOTAL SUBSCRIPTIONS	\$ 1,000.00	
SUBTOTAL SUBSCRIPTIONS - MTDC	\$ 1,000.00	
Services		
Publishing results of our study	\$ 500.00	Yes
SUBTOTAL SERVICES	\$ 500.00	
SUBTOTAL SERVICES - MTDC	\$ 500.00	
SUBTOTAL - EQUIPMENT, SUPPLIES & SERVICES	\$ 9,000.00	
SUBTOTAL - ESS - MTDC	\$ 9,000.00	

Travel [TR]						
Totals only, Describe purpose and per person costs in detail in Budget Narrative	Trip 1	Trip 2	Trip 3	Trip 4	TOTAL	Item Applied to MTDC (Yes/No)
	Attendance at International Scientific Conference in Orlando (Q4 2021)	Kyiv, UA - Rochester, NY, US (collaborative work with US PI) (Q2 2022)	Kyiv, UA - Fairfield, CT, US (collaborative work with US PI) (Q3-4 2022)	[Trip Description]		
Domestic Transportation/Airfare	\$ -	\$ -	\$ -	\$ -	\$ -	
Domestic Lodging/Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	
International Transportation/Airfare	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 13,500.00	Yes
International Lodging/Per Diem	\$ 5,850.00	\$ 5,250.00	\$ 5,730.00	\$ -	\$ 16,830.00	Yes
Visa Fees	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	Yes
Medical Insurance	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	\$ 900.00	Yes
Conference Registration Fees	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	Yes
Other Travel Expenses	\$ 1,285.00	\$ 1,285.00	\$ 1,285.00	\$ -	\$ 3,855.00	Yes
SUBTOTAL TRAVEL	\$ 15,415.00	\$ 11,335.00	\$ 11,815.00	\$ -	\$ 38,565.00	
SUBTOTAL TRAVEL - MTDC					\$ 38,565.00	

MODIFIED TOTAL DIRECT COST (MTDC)	\$67,485.00
TOTAL DIRECT COSTS (IFS+ESS+TR)	\$67,485.00

Indirect Costs [IDC]		
Institution	IDC Rate (%)	Total
Naukoviy Park Kyivska Politechnica	10%	\$ 6,748.50
SUBTOTAL IDCs		\$ 6,748.50

TOTAL AWARD BUDGET (Direct + IDCs)	\$74,233.50
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II. Payment Schedule

Grantee/Project personnel will receive payments in accordance with the Budget and Milestone plan based on the Grantee's submission of an invoice or payment request form provided by CRDF Global. All requests for payment shall be submitted directly to the Agreement Officer.



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III. ☐ **Costshares (Applicable if Checked)**

Include details on any anticipated third party costshares including source/amount/etc.

Grantee Contribution (Costshare). The Grantee Contribution, whether cash or in-kind, are subject to the provisions of 2 CFR 200 and shall be used for project-related costs as set forth in the Proposal and Budget, fully documented with written records, compliant with all applicable requirements of the Agreement, and is subject to verification and audit. Indirect costs may not be counted toward the Grantee Contribution unless specifically approved. Grantee Contributions must be comprised of Grantee or Third-Party funding and cannot be comprised of other U.S. Government grant funds. Shortfalls at the end of the Agreement Period may result in commensurate reduction of grant funds or other grant support.

INITIAL

A handwritten signature in blue ink, appearing to be "J. [unclear]", written over a horizontal line.



Grant Agreement Continued

ATTACHMENT C: GENERAL TERMS & CONDITIONS

1. Name. "CRDF Global" is the legally registered tradename of the U.S. Civilian Research & Development Foundation.
2. Relationship. The Parties are separate organizations operating independently in connection with the Agreement. Neither Party has the authority to create obligations on behalf of the other. Each shall make this fact clear to all third parties with which it deals.
3. Agreement Period. Unless otherwise specified in the Agreement Cover Sheet, the Agreement Period commences upon date of execution of the Agreement by CRDF Global and terminates upon expiration of the Period of Performance noted on the Agreement Cover Sheet.

☐ **Applicable if Checked**

The Grantee may incur pre-award costs up to ninety (90) calendar days prior to Agreement execution. All pre-award costs are incurred at the Grantee's risk.

INITIAL: 

4. Program Description. The purpose of the Agreement is to support the activities described in Attachment A: Grant Description (hereafter referred to as "Project"). The Grantee's proposal is herein incorporated by reference. Grantee agrees to use all Grant support (including grant funds, in-kind and other support, and the Grantee Contribution) only for such activities.
5. Project Personnel. The Principal Investigator(s) and/or other staff ("Project Personnel") identified in Attachment A are deemed essential to successful implementation of the activities specified in the Project. These individuals may not be replaced without prior written approval of CRDF Global.

The Principal Investigator is responsible for overseeing the technical work to be performed under the Project; for providing technical leadership; for preparing and submitting payment requests and required reports in accordance with CRDF Global guidelines and the policies of his/her respective institution; for ensuring that activities are coordinated with his institution, Project Personnel, and Collaborator(s); and for managing the Project in compliance with terms of this Agreement. Departure of one or more Project Personnel, or his/her/their repeated or extended absence from the Project, may be cause for termination of the Agreement by CRDF Global.

☒ **Applicable if Checked**

Project Personnel are authorized to receive and distribute funds provided under this Agreement in order to facilitate the Project. Funds provided directly to Project Personnel will be credited against the Budget and are subject to all terms of this Agreement.

6. Authority of CRDF Global Agreement Officer. The assigned Agreement Officer maintains the sole authority to interpret, modify or amend any provision of this Agreement. All financial, administrative and contractual issues should be addressed to the Agreement Officer. CRDF Global reserves the right to assign a new Agreement Officer at any time over the course of the award through written notification to Grantee. The Technical Officer is hereby delegated the authority to provide programmatic and technical guidance to Grantee.
7. Reports. Grantee shall be required to submit technical and financial reports according to the format and schedule specified in Attachment E: Reporting Requirements. Reports shall be submitted



Grant Agreement Continued

electronically to the attention of the Agreement Officer and Technical Officer unless otherwise instructed per Attachment E.

8. Records, Audit and Access. Financial and other records pertinent to this Agreement, including records of the Grantee and Third Party Contributions, shall be retained for a period of not less than three (3) years from the expiration date of this Agreement. Timely, unrestricted access to records shall be provided to CRDF Global, its representatives and Funders in order to conduct limited-scope (agreed-upon procedures) audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Grantee's facilities where Agreement-related activities are performed and access to Project Personnel. CRDF Global reserves the right to issue management decisions in response to any resulting finding(s), to require Grantee to adjust its records in accordance with such decisions, and to take such other measures as it may deem necessary, in its sole discretion, as a result of such audits and audit findings. The rights of access in this paragraph are not limited to the required retention period but must last as long as records are retained.

Non-Federal entities that expend \$750,000.00 or more in a year during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

9. Monitoring and Evaluation ("M&E"). CRDF Global will appropriately monitor and evaluate the financial and technical progress of Agreement activities. Grantee agrees to cooperate with all reasonable requests for assistance in connection with such M&E, including but not limited to facilitating site visits, closely tracking the performance and impact of Grant activities and maintaining and providing records or other information pertinent to such activities.
10. Liability. The parties agree that they shall not be liable to each other for any claim related to their performance of this agreement, except for claims arising from negligent or intentional tortious conduct.
11. Termination. At any time during the Agreement Period CRDF Global may take any one or more of the following actions: [a] unilaterally terminate the Agreement for convenience with fifteen (15) days' written notice to the Grantee [b] unilaterally terminate the Agreement due to Grantee's material breach or noncompliance with the terms and conditions of the Agreement, Grantee insolvency, or upon the direction of any cognizant government official or requirement of applicable law; [c] terminate by mutual agreement of the Parties; or [d] terminate at Grantee's request. Termination shall be effective on the date stated in a written notice to Grantee. The notice will identify the type of action taken and instruct Grantee to cease incurring costs for Project activities, subject to any exceptions stated. Unilateral notices of termination (except for material breach/noncompliance by Grantee, government direction or requirement of law, in which cases CRDF Global shall have no further liability) will ask Grantee promptly to submit a claim for reimbursement of eligible costs incurred before the termination effective date.
12. Force Majeure. No party shall be liable for any failure to perform its obligations under this Agreement, if such failure results from any Acts of God, pandemics, Acts of War, riot, civil unrest, flood, earthquake or other similar cause beyond such party's reasonable control (including any sustained mechanical, electronic or communications failure, but excluding failure caused by a party's financial condition or negligence). A party experiencing a Force Majeure circumstance shall notify the other party(ies), in writing, as soon as possible describing the situation and its impact on the conduct of the Project. The term of this Agreement may be automatically extended by a period equivalent to the period of the force majeure. Should the force majeure situation make it impractical to continue with



Grant Agreement Continued

the execution of the Project, this Agreement may be terminated in accordance with the provisions of this Agreement.

13. Non-Waiver. Failure of either or both Parties to enforce any Agreement provision(s) shall not be deemed a waiver or Amendment of the Agreement or a waiver of any prior or subsequent breach.
14. Resolution of Disputes. In the event of any disagreement regarding performance under or interpretation of this Agreement, the Parties shall use their best efforts to reach a negotiated resolution that is equitable and mutually satisfactory. Prior to initiating a formal dispute resolution process, an officer from each party shall in good faith attempt to resolve the disagreement. Until final resolution of any dispute, the Grantee shall diligently proceed with the performance of this Agreement as directed by CRDF Global. Nothing contained in this Agreement or in any other document related hereto is intended to or shall have the effect of requiring either party to consider, resort to, participate in, or abide by any arbitration process or mechanism, or any device or arrangement of a nature or intent similar to arbitration.
15. ☐ Applicable Law. (**Applicable if Checked**) This Agreement shall be governed and construed in accordance with the law of the Commonwealth of Virginia without regard to its conflicts of law rules.
16. Compliance with Applicable Laws. Grantee agrees to observe and conform to, in all material respects, all laws, rules, regulations, codes, orders and requirements of governmental authorities relating to this Agreement, and certifies that it is in compliance with and will comply in the course of the period of performance with other generally applicable requirements, including, but not limited to, those relating to corporate operations, taxation, employment and the environment.

Grantee shall supply any information related to any laws, rules, regulations, or procedures, which might be required by any governmental authority in order for CRDF Global to comply with and establish the fact that it has observed all requirements of all laws, rules and regulations with respect to this Agreement.

The Grantee further understands and certifies to the following items:

- a. Suspension & Debarment. Neither Grantee nor any individual Project Personnel are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U.S. Government department or agency or any international organization. Grantee is responsible for notifying CRDF Global immediately in writing if it or any individual Project Personnel become subject to debarment or suspension or proposed for debarment, debarred, suspended, declared ineligible or voluntarily excluded by any U.S. Government department or agency or any international organization.
- b. Prohibition Against Lobbying. That no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. The Grantee is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance with this certification.



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- c. Combating Terrorism. As a material condition of receiving the Agreement, Grantee accepts the obligation to take all reasonable steps to prevent financing or any other form of material support being provided to terrorists and individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are otherwise associated with terrorists. With prejudice to the generality of the foregoing, Grantee agrees to ensure that it does not engage in any transaction with or otherwise provide any financing or other material support to an individual or entity on the Specially Designated National (SDN) list issued by the Office of Foreign Assets Control of the US Treasury Department. Grantee will also require all subgrantees, contractors and others with whom it deals under the Project to comply with this provision.
- d. Export Control. It is subject to export regulations of its home country regarding export of certain technical data. No party shall export, either directly or indirectly, its own or any information or data received from any other Party of the direct product thereof to any country in contravention of such export regulations if such would violate the laws of any of the home countries of the Parties. When applicable, the Grantee acknowledges that it has the responsibility to obtain export licenses, or other export authority as may be required, with respect to activities undertaken in connection with this Agreement.
- e. Prohibition Against Human Trafficking. During the Agreement Period, Grantee certifies that it will not engage in human trafficking, procure a commercial sex act, or use forced labor in performance of the Agreement. Grantee further agrees to ensure that its employees and subgrantees observe the same requirement, and to disclose any information or allegations of violations that come to its attention; failure to comply with this requirement may result in unilateral termination of the Agreement by CRDF Global without penalty or further payment.
- f. ☒ Nondiscrimination. (**Applicable if Checked**) As applicable, Grantee will comply with Executive Order 11246, as amended (Equal Employment Opportunity); Section 503 of the Rehabilitation Act of 1973; the Vietnam Era Veterans Readjustment Act of 1974, 38 U.S.C. § 4212; the Jobs for Veterans Act of 2002, and Executive Order 13496, and all implementing regulations, including but not limited to 41 CFR §§ 60-1.4, 60-300.5, 60-741.5. This Agreement is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 et seq.], the Rehabilitation Act of 1973 [29 U.S.C. § 794], the Age Discrimination Act of 1975 [42 U.S.C. §§ 6101 et seq.], and all regulations and policies issued pursuant to these statutes. Specifically, in accordance with these statutes, regulations, and policies, no person on the basis of race, color, national origin, sex, disability, or age shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Agreement.
- g. ☐ Leahy Laws. (**Applicable if Checked**) Grantee will comply with the Leahy Laws as codified at 10 U.S.C. § 362 and 22 U.S.C. § 2378d. Furthermore, Grantee may not negotiate or execute any subagreement with any unit of a foreign security force without prior, written approval from CRDF Global. In seeking to obtain such prior, written approval, Grantee shall provide all information requested by CRDF Global for vetting purposes.



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- h. ☒ Participant Information. (**Applicable if Checked**) CRDF Global requires that Grantee provide identification documents, such as CVs and government-issued photo identification, for any individual involved with the Agreement prior to the individual's involvement in any activity. This requirement extends to all grantees, attendees, participants, trainers, speakers, or any similar individual ("Participants") and to any research, training, workshop, event, or similar activity ("Activity") that occurs under the Agreement. In order to comply with this requirement, Participant information must be received at least 35 days in advance of the Participant's involvement in any Activity supported by the Agreement. Additionally, CRDF Global reserves the right to approve or decline the involvement of any Participant in an Activity supported by the Agreement. Failure to comply with this requirement may be construed as a breach of the Agreement and may result in a reduction in reimbursement for costs and/or Agreement termination.
 - i. ☒ Environmental Compliance. (**Applicable if Checked**) As applicable, Grantee certifies that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401, *et seq.*) and the Clean Water Act (33 U.S.C. § 1318, *et seq.*) relating to inspection, monitoring, entry, reports and information. Grantee agrees a) that no portion of the work required by the award will be performed in a facility listed on the Environmental Protection Agency ("EPA") List of Violating Facilities on the date that the award was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; (b) to use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed; (c) to insert the substance of the provisions of this article into any nonexempt subagreement; and (d) that violations shall be reported to the Federal awarding agency and the cognizant Regional Office of the EPA.
17. Legal Authority and Capacity. Grantee certifies that it possesses the legal authority to enter into this Agreement, and that, as applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body, authorizing the acceptance of this award including all understandings and assurances contained therein directing and authorizing the person identified as the official representative of the Grantee to act in connection with the Agreement and to provide such additional information as may be requested.
18. Foreign Taxes and Related Considerations. Grantee shall comply with all applicable local tax regulations and reporting requirements, and Grantee may choose to seek advice from appropriate tax authorities or other professionals to ensure compliance. Grantee shall inform CRDF Global immediately, in writing, of any tax or duty imposed on funds or materials provided by CRDF Global under this Agreement. Before paying any tax or duty imposed on funds or materials provided by CRDF Global under this Agreement, Grantee shall first obtain the consent from CRDF Global to do so in writing. Unless otherwise agreed to by CRDF Global in writing, Grantee may not use funds provided under this Agreement to pay any customs, duties, taxes, fees or other such levies and costs incurred within the territory of the Grantee's country.

At CRDF Global's request, Grantee shall submit documentation to obtain additional certification of the Project's tax-exempt status in the country (or countries) where the project is performed. Specific instructions on requirements will be provided by CRDF Global. Failure to submit the required documentation in a timely manner as requested by CRDF Global may result in delays or suspension of payments.



Grant Agreement Continued

19. Integrity and Ethics. At all times during the Agreement Period, both in expending Grant funds as well as in its other activities, Grantee shall adhere to the highest standards of integrity and ethics. Without prejudice to the generality of the foregoing, Grantee shall ensure that it has not provided or offered, and will not provide or offer, any corrupt, prohibited, unethical or even unseemly payment or other benefit directly or indirectly to CRDF Global, any government official(s), or any agent or representative of either of the foregoing.
20. Conflicts of Interest. It is CRDF Global's policy that all grantees have a robust conflicts of interest policy that conforms with applicable U.S. Government requirements. The Grantee confirms that it has and will maintain, throughout the life of this Agreement, a conflict of interest policy compliant with the provisions of 2 CFR 200 and that it shall adhere to it in performance of this Agreement.

☒ **Applicable if Checked**

Should Grantee not have such a policy, Grantee agrees to the following: Grantee shall adhere to the highest ethical standards in all matters related to this Agreement and shall assure that the Project Personnel adhere to those standards. For purposes of this section, "Conflict of Interest" means a family or other personal relationship, a business or financial interest, or any other relationship, interest or activity that: a) impairs (or might impair) his/her objectivity in performing his/her obligations under this Agreement; b) makes him/her unable to render impartial assistance or advice under this Agreement; or c) gives him/her an unfair competitive advantage.

"Interest" means a relationship of any kind from which a person or organization derives (or might derive) pecuniary or in-kind benefits. No Grantee or Project Personnel may participate in any decision involving the obligation of Grant funds or the use or disposition of Grant funds if he/she knows, or reasonably should know, that such participation involves an actual or potential Conflict of Interest, or the appearance of such a Conflict of Interest. To implement this requirement the Grantee will:

- a. Disclose promptly to CRDF Global any close family relationship or interest that may constitute or create a Conflict of Interest or the appearance of a Conflict of Interest;
- b. Refrain from participating in, and from using his/her personal influence in connection with, decisions where such participation may involve a Conflict of Interest or the appearance of a Conflict of Interest except:
 - i. To provide information when requested, or
 - ii. To provide information known to him/her indicating that a proposed or existing transaction could be contrary to this policy.
- c. Refrain from dealing on behalf of CRDF Global with organizations or persons on transactions involving the obligation of Project funds or the use or disposition of Project Resources except after full disclosure and with the express written authorization of CRDF Global Agreement Officer.
- d. Assure that Project Personnel comply with the requirements of this section.

The Grantee will monitor its relationships and interests, and those of the Project Personnel, on an ongoing basis and will report any relationships or interests that might violate the provisions of this section.

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21. Confidential Information. This Agreement may require the exchange of information that a party considers confidential, whether personal, business, or other. Grantee certifies that it has a policy for handling confidential information and will accept and flow down any and all federal government



Grant Agreement Continued

requirements of same. Upon written request by CRDF Global, Grantee shall produce a copy of its confidential information policy within two (2) business days.

22. Whistleblower Policy. It is the policy of CRDF Global that grantees, vendors and contractors are encouraged and expected to report possible violations of laws, rules and regulations, as well as fraudulent or dishonest use or misuse of CRDF Global resources or property, violations of CRDF Global's conflict of interest policy and other serious misconduct. Reports may be made directly to CRDF Global management (who can be contacted via the main CRDF Global website www.crdfglobal.org or via the Global Compliance hotline available at <https://crdfglobal.alertline.com/gcs/welcome?locale=en>). All information will be treated confidentially and all complaints will be investigated by CRDF Global management and regularly reported to the Audit Committee of the Board of Directors. CRDF Global will not retaliate, nor will CRDF Global tolerate retaliation by any of its employees, against any grantee, vendor or contractor who makes a good faith report pursuant to this policy; even if an investigation shows that there has not been a violation.

23. Publications. Unless stated otherwise in the Standard Provisions, Agency Specific Conditions or Special Conditions & Exceptions of this Agreement, this section governs the publication of any material based on or developed under the Project.

All publications must contain the following acknowledgment: "This publication is based on work supported by a grant from the U.S. Civilian Research & Development Foundation (CRDF Global). Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of CRDF Global."

Copies of publications based on or developed under this Agreement shall be provided to CRDF Global or its authorized representatives upon request. The use of CRDF Global's name or logo outside of the parameters discussed above requires advanced written approval from CRDF Global.

24. Approvals. All Agreement approvals must be in writing and requested by Grantee from CRDF Global sufficiently before the desired action to permit due consideration, consultation and decision. If it is not possible to obtain prior written approval within such time frame, CRDF Global may ratify the action after the fact, but is not obligated to do so. Grantee understands that approval requests may not always be granted.
25. Amendments. The Agreement may only be modified by a written amendment signed by both Parties, except amendments relating to grant administration which may be issued unilaterally by CRDF Global. Such unilateral amendments include, for example, changing the identity of the Agreement Officer or Technical Officer.
26. Use of Funds. The use of funds authorized under this Agreement shall be commenced with reasonable promptness. If, in the sole opinion of CRDF Global, there shall not have been a bona fide commencement of the use of such funds within a reasonable time frame following the commencement of the Agreement Period, CRDF Global reserves the right to rescind unilaterally all or any of the Agreement.
27. Suspension. At any time during the Agreement Period, CRDF Global may suspend the Agreement for any reason for up to 90 days. Suspension may be in whole or in part and shall be effective on the date stated in a written notice to Grantee. The notice will identify the type of action taken and instruct Grantee to cease incurring costs for Project activities, subject to any exceptions stated. Should the suspension run the full 90 days without being lifted, CRDF Global will then terminate the Agreement for its convenience.



Grant Agreement Continued

28. Financial Management System. It is CRDF Global's policy that all grantees have a compliant financial management system that conforms with applicable U.S. Government requirements. The Grantee confirms that it has and will maintain, throughout the life of this Agreement, a financial management system compliant with the provisions of 2 CFR 200.

☒ **Applicable if Checked**

Should Grantee not have such a system, Grantee agrees to maintain a financial management system that will enable it to comply with all applicable Agreement requirements, including, but not limited to, the following minimum standards:

- a. Provides accurate, current and complete financial information about Agreement-funded activities.
- b. Maintains records that adequately identify Grant funds and the purposes for which they are used; supports accounting records with source documentation such as cancelled checks, paid bills, payrolls, and time and attendance records.
- c. Applies internal controls that yield effective control over and accountability for all cash, property and other assets under the Agreement, safeguards such assets, and ensures that the assets are used only for authorized purposes.
- d. Enables Grantee to compare actual expenditures with the Budget.
- e. Screens out costs that are not eligible for reimbursement under the Agreement.
- f. Includes procedures to ensure that invoices and requests for Grant support are issued only when the funds/support are actually needed for Project purposes.
- g. Enables financial information such as expenditures in comparison to Budget figures to be related to performance data.

Grantee agrees that CRDF Global or its representatives may review Grantee's financial management system at any time to determine whether it complies with the above requirements.

29. Closeout. To facilitate timely closeout of the Agreement, Grantee agrees to perform all of its Agreement obligations in a timely manner and to take all necessary and appropriate steps to assist CRDF Global in the closeout process. Closeout shall, in addition to such other steps as CRDF Global may reasonably request, follow standard CRDF Global procedures which include the following Grantee actions: [a] liquidation of unliquidated obligations, [b] submission of a Final Invoice, [c] refund of unobligated balances, [d] accounting for and if instructed by CRDF Global disposing of goods and other items procured with Grant support; and [e] execution of an acceptable release. Upon Grantee's successful completion of all its obligations under the Agreement, including closeout, CRDF Global will make final payment. Grantee agrees to complete all required closeout actions within forty-five (45) days after the Expiration Date unless otherwise stipulated in Attachment H: Special Terms & Conditions or an extension is granted, in writing, by the CRDF Global Agreement Officer.

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30. No Third-Party Beneficiary. Except as specifically set forth in this Agreement, this Agreement is not intended to create and does not create any rights in or benefits to any third party.
31. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the Parties' respective heirs, executors, administrators, successors and approved assigns.
32. Assignment and Subagreements. Grantee may not assign, subcontract, grant, subgrant or otherwise transfer any rights (including, but not limited to, claims and rights to receive payment) or obligations under the Agreement to any other person or entity without prior, written approval from CRDF Global.



Grant Agreement Continued

33. Notification of Certain Events. Grantee shall notify CRDF Global, in writing, of the occurrence of any of the following events:

- a. Any significant change in the methodology or procedures being used in the Project;
- b. Any significant or major findings, breakthroughs, or events of unusual interest;
- c. Any problems, delays or adverse conditions that will materially affect the Project, its objectives or time schedules and actions being taken to address them;
- d. Any changes in key personnel or their status on the Project; and
- e. Any change in a Principal Investigator's contact information;
- f. Any change in or absence of a Project Personnel for a period longer than thirty (30) days;
- g. Any change in key personnel's level of effort devoted to the Project;
- h. Any significant change in the Project objectives or scope; and
- i. Any reallocation between budget categories not previously approved that is equal to or exceeds \$500.00.

Unless otherwise approved by CRDF Global, all notices in connection with the Agreement shall be made in writing to the CRDF Global-designated representatives specified on the Cover Sheet.

34. Severability. Any Agreement provision(s) determined by a court or other competent authority to contravene applicable law or mandatory public policy will be rendered void or unenforceable only to the extent of such contravention; remaining provisions shall continue in full force and effect and be construed to implement the Parties' intent to the maximum extent practicable.

35. Issuance in Multiple Languages. For explanatory purposes or for the sake of clarification, this Agreement and associated documents may be translated into one or more languages other than English. In the event of the existence of such translations, the English-language version shall serve as the definitive version determining the interpretation of any provision contained herein.



Grant Agreement Continued

ATTACHMENT D: PAYMENT TERMS

☒ **Cost-Reimbursable Terms (*Applicable if Checked*)**

1. **Funding.** Grantee agrees to comply strictly with the Financial Summary set forth in Attachment B (hereafter referred to as the "Financial Summary"). The Financial Summary includes line items for all types of Grant support, whether expenditures will be by CRDF Global or Grantee or third party. Costs of Grant support not expressly specified in the Financial Summary, or in excess of line items therein, are not eligible costs and may not be charged to the Grant or included in the Grantee Contribution unless approved in writing by CRDF Global. CRDF Global's aggregate liability arising out of or relating to the Agreement, regardless of the type(s) and mix of Grant support involved, may not under any circumstances exceed the Total Ceiling. Grantee is solely responsible for any overruns.
2. **Eligible Costs.** All expenses under this Agreement are governed by the cost provisions of 2 CFR 200. The Grantee confirms that it has and will maintain, throughout the life of this Agreement, expense policies compliant with the provisions of 2 CFR 200.

Grantee may use Grant funds and any Contributions only for Grantee's verifiable, reasonable, allocable and allowable direct costs necessary for performance of the activities specified in the Project. All such costs must comply with the terms and conditions of the Agreement and must be incurred and expended during the Grant Period. In incurring costs, as in other matters relating to implementation, Grantee is expected to exercise prudent management and to make sound administrative judgments under the circumstances prevailing at the time a decision is made. Documentation supporting expenditures and other actions in implementing the Agreement must be made in advance of the action, be consistent with the Grantee's established policies and procedures, comply with the terms of this Agreement and current CRDF Global policies and procedures, and reflect appropriate approvals within the organization.

☒ ***Applicable if Checked***

CRDF Global Grant support may include any one or more of the following types of assistance, without limitation, as set forth in the Financial Summary or as otherwise subsequently agreed: [a] individual support payments paid directly to Project Personnel, [b] equipment, materials, supplies and/or services purchased on behalf of the grantee, [c] travel-related direct payments to individual Project Personnel or to vendors on their behalf; and [d] direct transfers of funds to institutional accounts for project-related expenses.

3. **Payments.** Grantee will be reimbursed for Eligible Costs incurred based on the Grantee's submission of an invoice or other payment request format provided by CRDF Global. All requests for payment are to be submitted directly to the Agreement Officer. Advance payments may be authorized by the Agreement Officer in accordance with the Grantee's actual, immediate needs for funding to carry out the purpose of the Project, and program guidelines. When advance payments are authorized, the Grantee agrees to minimize the time elapsing between the Grantee's receipt of funds and the outlays of the funds for Project purposes.

On Agreement termination, the Grantee will refund the balance of Grant funds not already expended or irrevocably obligated.

INITIAL: 



Grant Agreement Continued

4. Method of Payment. CRDF Global reserves the right, in its sole discretion, to determine the method of payment, payee, and to decline any request received that is inconsistent with the terms of this Agreement or in violation of CRDF Global procedures or program guidelines. CRDF Global will make best efforts to minimize transfer fees applied by financial institutions involved in the funds transfer process. However, CRDF Global is not liable for transfer fees applied by intermediary financial institutions; such costs must be borne by Grantee.

- ☒ ***Applicable if Checked***
To the extent possible, CRDF Global attempts to make payment directly to Project Personnel and the individuals, organizations and vendors that support the Agreement; any such payments are credited against the Budget and are subject to the terms of this Agreement.

5. Overpayments and Offsets. If Grantee becomes aware of an overpayment, an erroneous payment, or a duplicate payment, Grantee shall immediately notify CRDF Global in writing and request instructions for handling the matter. CRDF Global may deduct from any payment all or part of any amount, whether in connection with the Agreement or any other agreement, owed to it by Grantee.

6. ☒ ***Individual Financial Support (IFS) (Applicable if Checked)*** Unless prohibited by the Grantee, payments to individual Project Personnel will be made, to the extent possible, directly to bank accounts designated by CRDF Global for the benefit of the individual in accordance with current CRDF Global procedures.

7. Timekeeping. It is CRDF Global's policy that all grantees have a compliant timekeeping system that conforms with applicable U.S. Government requirements. The Grantee confirms that it has and will maintain, throughout the life of this Agreement, a timekeeping system compliant with the provisions of 2 CFR 200.

☒ ***Applicable if Checked***

Should Grantee not have such a system, Grantee recognizes that eligible individual financial support costs must be based on actual level of effort of Project Personnel and will document such level of effort with individual timesheets subject to the following provisions:

- a. Individual timesheets, signed by both the requesting Project Personnel and the responsible Principal Investigator. Timesheets are to be maintained daily and submitted to the Principal Investigator on a monthly basis for review and approval.
- b. Project Personnel must use a CRDF Global-provided timesheet template, unless an alternative template has been approved, in writing, by the CRDF Global Agreement Officer. Timesheets will be completed based on actual time worked on CRDF Global-funded activities, with working hours being recorded on the provided timesheet template.
- c. Project Personnel engaged in more than one concurrent CRDF Global project must complete one single timesheet recording hours spent for each project separately.

The Grantee is responsible for monitoring and documenting Project Personnel's compliance with timekeeping and reporting requirements; ensuring that Project Personnel are trained and informed on the timekeeping and reporting requirements; ensuring the timely collection of timesheets from all Project Personnel on the project each month; reviewing of timesheets for accuracy; certifying the accuracy of the timesheets collected; ensuring that payment requests are submitted to CRDF Global in a timely manner; and maintaining timesheet records for the Project.



Grant Agreement Continued

8. Goods and Services. Goods and services purchased by the Grantee with Agreement funds must be procured competitively to the extent practicable, at reasonable prices, from responsible sources selected fairly in a manner unimpaired by conflicts of interest or other malpractices. Receipt and proper use for activities within the scope of Project must be fully documented. Grantee may hold title to goods that it purchases pursuant to this section or that are donated by CRDF Global, but it shall use them only for the purposes of the Project unless otherwise approved. All orders for goods and services that exceed \$10,000 are subject to competitive selection requirements. Documentation of vendor selection must be maintained by the Grantee and submitted to the Agreement Officer on request.
9. Equipment. All goods and services procured under this Agreement are governed by the cost provisions of 2 CFR 200. The Grantee confirms that it has and will maintain, throughout the life of this Agreement, procurement policies compliant with the provisions of 2 CFR 200.

☒ ***Applicable if Checked***

Goods and services over \$1,000 USD (or local currency equivalent) per unit acquisition cost, and with a usable life of longer than one year shall be defined as Equipment. Purchase of Equipment is subject to the following provisions:

- a. No Equipment other than items identified in the approved proposal may be acquired under this Agreement without the express written approval of the Agreement Officer.
- b. Equipment must be procured competitively to the extent practicable. All equipment purchases that exceed \$10,000 are subject to competitive selection requirements.
- c. All Equipment must be clearly and prominently marked as provided or financed by CRDF Global.
- d. All equipment and other property acquired under this Agreement must remain available to and be used for the Project, and may not be sold, leased, mortgaged or otherwise transferred, or used for any non-Project purpose, be located and maintained at the premises of the Grantee or an authorized Collaborator, as appropriate, and remain accessible for viewing, examination or audit unless CRDF Global agrees otherwise in writing.
- e. Unless otherwise stipulated, Equipment and other physical property received by the Grantee or Collaborator under this Agreement is supplied in the capacity of technical assistance and is transferred to the Grantee or Collaborator as authorized by CRDF Global.
- f. Title to Equipment and other property acquired under this Agreement will vest in the Grantee or Collaborator, as appropriate, unless otherwise directed by CRDF Global in writing.
- g. Use of any Equipment or other property acquired under this Agreement by military end-users or for military purposes is expressly prohibited.
- h. The Grantee shall ensure that all Equipment and other property provided under this Agreement is maintained in a manner consistent with its specifications and reasonable care, security and maintenance.
- i. In the event this Agreement is terminated for default or the Grantee is in material breach thereof, CRDF Global may, at its sole discretion, require that any Equipment and property acquired under this Agreement be returned to CRDF Global or transferred to a third party. The shipping costs related to the return or transfer of the Equipment and property will be borne by CRDF Global.
- j. Within thirty (30) days of receipt of Equipment, Grantee will prepare and return an itemized receiving report, signed by an authorized representative, confirming receipt in apparent good order and working condition and registration of the Equipment on the Grantee's balance sheet. The report will be in a form to be provided by CRDF Global.



Grant Agreement Continued

- k. Items over \$5,000 or local currency equivalent per unit acquisition cost shall be reported to CRDF Global and disposition instructions requested when the items are no longer needed for such purposes.

10. Travel. All travel undertaken this Agreement is governed by the cost provisions of 2 CFR 200. The Grantee confirms that it has and will maintain, throughout the life of this Agreement, travel management policies compliant with the provisions of 2 CFR 200.

☒ **Applicable if Checked**

All travel undertaken by Grantee must be authorized in advance by the Agreement Officer. Travel expenses will be paid directly by CRDF Global or reimbursed to the Grantee, as applicable. All travel is subject to the following provisions:

- a. Travel expense claims shall be reimbursed up to the maximum amounts allowable under the Federal Travel Regulations in effect at the time of travel. The regulations provide for reimbursement of actual lodging cost plus a fixed allowance for meals and incidental expenses, up to the applicable maximum amounts prescribed.
- b. All air transportation purchased must be at the "lowest logical airfare" subject to the Fly America Act. "Lowest logical airfare" is defined as the lowest cost alternative that accommodates business commitments at the place of departure and travel destination. Premium-, Business-class and first-class tickets are not allowable expenses under this Agreement.
- c. Receipts are required for lodging and any incidental expenses. Photocopies of receipts are acceptable provided originals are made available upon request for inspection and/or audit. Boarding passes may be required for substantiation of airline travel and are to be submitted on request.
- d. Brief trip reports detailing the purpose and outcome(s) of travel undertaken must be submitted by individual travelers no later than thirty (30) days following return.
- e. If domestic and/or international travel is required under this Agreement, the Grantee certifies that any individual traveling under this agreement is medically fit to engage in the travel. CRDF Global reserves the right if required by funder, insurance requirements, or for other reason, to require that the Grantee provide certification from a licensed medical professional certifying fitness to travel prior to approval of any given travel.

CRDF Global provides travelers on international business trips with emergency medical insurance. This insurance does not cover any personal travel that may take place within an overall business trip itinerary.

11. Fly America Act. All air transportation under this is subject to the provisions of the Fly America Act. Air transportation in violation of the Fly America Act is not an allowable cost under this Agreement."

☒ **Applicable if Checked**

The following provisions shall govern the air transportation of persons and property utilizing funds provided under this Agreement.

- a. Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by CRDF Global funding, must be performed by or under a code-sharing arrangement with a U.S.-flag carrier if service provided by such a carrier is available. Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number.
- b. For the purposes of this requirement, U.S. flag air carrier service is considered available even though:
 - i. Comparable or a different kind of service can be provided at less cost by a foreign air carrier;



Grant Agreement Continued

- ii. Foreign air carrier service is preferred by or is more convenient for the agency of traveler; or
 - iii. Service by a foreign air carrier can be paid for in excess foreign currency.
- c. The following rules apply unless their application would result in the first or last leg of travel from or to the U.S. being performed by a foreign-flag carrier.
- i. A U.S.-flag air carrier shall be used to destination or, in the absence of direct or through service, to the farthest interchange point on a usually traveled route
 - ii. If a U.S.-flag air carrier does not serve an origin or interchange point, a foreign-flag air carrier shall be used only to the nearest interchange point on a usually traveled route to connect with a U.S. flag air carrier.
- d. If a U.S.-flag carrier involuntarily reroutes the traveler via a foreign-flag air carrier, the foreign-flag air carrier may be used notwithstanding the availability of U.S.-flag air carrier service.
- e. Travel to and from the United States: Use of a Foreign-Flag Air Carrier is permissible if:
- i. The airport abroad is the traveler's origin or destination airport, and use of U.S.-flag air carrier service would extend the time in a travel status by at least 24 hours more than travel by a foreign-flag air carrier; or
 - ii. The airport abroad is an interchange point, and use of U.S.-flag air carrier service would increase the number of aircraft changes the traveler must make outside of the U.S. by 2 or more, would require the traveler to wait four hours or more to make connections at that point, or would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.
- f. Travel Between Points Outside the United States: Use of a foreign-flag air carrier is permissible if:
- i. Travel by foreign air carrier would eliminate two or more aircraft changes en route;
 - ii. Travel by a U.S.-flag air carrier would require a connecting time of four hours or more at an overseas interchange point; or
 - iii. The travel is not part of a trip to or from the United States and the use of a U.S. flag carrier would extend the time in a travel status by at least six hours more than the travel by foreign air carrier.
- g. Short-Distance Travel: For all short-distance travel, regardless of origin and destination, use of a foreign- flag air carrier is permissible if the elapsed travel time on a scheduled flight from origin to destination airport by a foreign-flag air carrier is three hours or less and service by a U.S.-flag carrier would double the travel time.
- i. In the event that individual Project Personnel traveling under this Agreement invokes one of above-referenced exceptions to the Fly America regulations, he/she must provide a written "CERTIFICATION OF UNAVAILABILITY OF U.S.-FLAG CARRIERS stating: "I [the traveler] hereby certify that the transportation service for personnel (and their personal effects) or property by certified U.S. air carrier was unavailable for the following reason(s): [State appropriate reason(s) as set forth above]"
12. Indirect Costs. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The provision of indirect costs under this Agreement are governed by the provisions of 2 CFR 200.414. Indirect expenses may only be applied to modified total direct costs (MTDC). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, *participant support costs* and the portion of each subaward in excess of \$25,000.



Grant Agreement Continued

Participant support costs are defined as direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees, subcontractors, or consultants) in connection with conferences or training projects.



Grant Agreement Continued

☐ **Fixed Obligation Terms (*Applicable if Checked*)**

1. **Funding.** This Agreement is issued on a Fixed-Cost basis. The Grantee will not be reimbursed for actual costs incurred in excess of the maximum amounts authorized in Attachment B: Financial Summary.
2. **Payments.** Grantee will be paid in accordance with the schedule in Attachment B: Financial Summary and based on the Grantee's submission of an invoice or other payment request and successful progress toward Grant objectives as set forth in Attachment A. All requests for payment are to be submitted directly to the Agreement Officer. Grantee is encouraged to take reasonable steps to ensure costs utilizing award funds are incurred at reasonable prices from responsible sources.

Advance payments may be authorized by the Agreement Officer in accordance with the Grantee's actual, immediate needs for funding to carry out the purpose of the Project. When advance payments are authorized, the Grantee agrees to minimize the time elapsing between the Grantee's receipt of funds and the outlays of the funds for Project purposes.

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3. **Final Payment.** CRDF Global's provision of the Final Payment in accordance with the schedule in Attachment A, or payment of the balance owed as the Award Amount, is subject to the Grantee's successful completion of all of its obligations under the Agreement and shall represent a release of claims against any further liabilities and obligations of CRDF Global, its officers, agents and employees, arising under or relating to the Agreement.
4. **Method of Payment.** CRDF Global reserves the right, in its sole discretion, to determine the method of payment, payee, and to decline any request received that is inconsistent with the terms of this Agreement or in violation of CRDF Global procedures or program guidelines. CRDF Global will make best efforts to minimize transfer fees applied by financial institutions involved in the funds transfer process. However, CRDF Global is not liable for transfer fees applied by intermediary financial institutions; such costs must be borne by Grantee.

☐ ***Applicable if Checked***

To the extent possible, CRDF Global attempts to make payment directly to Project Personnel and the individuals, organizations and vendors that support the Agreement; any such payments are credited against the Budget and are subject to the terms of this Agreement.

5. **Overpayments and Offsets.** If Grantee becomes aware of an overpayment, an erroneous payment, or a duplicate payment, Grantee shall immediately notify CRDF Global in writing and request instructions for handling the matter. CRDF Global may deduct from any payment all or part of any amount, whether in connection with the Agreement or any other agreement, owed to it by Grantee.



Grant Agreement Continued

ATTACHMENT E: REPORTING REQUIREMENTS

Report Type	Due Date
First Quarterly Progress Report	Three months from the Grant Agreement execution date
Second Quarterly Progress Report	Six months from the Grant Agreement execution date
Third Quarterly Progress Report	Nine months from the Grant Agreement execution date
Final Technical Report	30 days from the Grant Agreement expiration date

The Grantee is required to submit joint progress reports to CRDF Global upon completion of each milestone according to the Milestone plan and reporting schedule. Quarterly Progress Reports and Final Technical Report shall be submitted in accordance with the template provided by CRDF Global.



Grant Agreement Continued

ATTACHMENT F: STANDARD TERMS & CONDITIONS: RESEARCH GRANTS

☒ **Applicable if Checked**

1. **Research Misconduct.** The Grantee shall have in place established policies and procedures for the misconduct that, if valid, would cast significant doubt on the validity of the research results resulting under the CRDF Global award, shall be reported promptly, in writing, to CRDF Global.
2. **Intellectual Property.** To the extent applicable, the parties intend to memorialize the rights and obligations regarding intellectual property ("IP") conceived or developed in the performance of this agreement in a separate document to address such issues specifically. For the purposes of this Agreement, the parties agree to the following:
 - a. CRDF Global makes no claim to any IP conceived or developed in the performance of this Agreement;
 - b. Grantee shall take all necessary steps to protect its pre-existing IP that may be used in the performance of this Agreement;
 - c. Grantee shall accept and flow down any and all federal government requirements; and

Any IP conceived or developed in the performance of this Agreement shall be governed by the terms of the separate document referenced above and subject to the requirements of the Bayh-Dole Act, 35 U.S. C. §§ 200 *et. seq.*, and implementing regulations, 37 CFR Part 401.

3. **Human Subjects Research.** CRDF Global is committed to ensuring that projects involving human subjects research are conducted in accordance with all applicable regulations and ethical guidelines. All projects supported by CRDF Global and involving human subjects' activities are subject to the U.S. Federal Policy for the Protection of Human Subjects (45 CFR 46), also known as the Common Rule. The full text of this regulation is available at 45 CFR 46. This policy does not affect any foreign laws or regulations that may otherwise be applicable and that provide additional protections to human subjects of research.

Institutions that do not have a valid Federalwide Assurance must submit an Institutional Assurance for the Protection of Human Subjects to CRDF Global prior to award activation. This policy is applicable to all human subjects' activities supported by CRDF Global, including those deemed as Exempt. **No funds may be expended for research involving human subjects unless the requirements of this policy have been met.** Any violation of this policy may be considered a material breach of this Grant Agreement and grounds for immediate termination.

Grantee acknowledges that the Grantee is solely responsible for compliance with this clause and that CRDF Global has no responsibility or liability for the Grantee's adherence to the regulations herein.

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Grant Agreement Continued

4. Animal Welfare. CRDF Global is committed to ensuring that projects involving animal subjects research are conducted in accordance with all applicable regulations and ethical guidelines. All projects supported by CRDF Global and involving animal subjects activities are subject to the Animal Welfare Act (7 Part 54) and the Office of Laboratory Animal Welfare (OLAW) Public Health Service Policy on Humane Care and Use of Laboratory Animals. The guidance applies to institutions in and outside the US that receive funding directly or indirectly from any Public Health Service agency and to the following activities: research, research training, experimentation, biological testing and related activities involving live vertebrate animals. These policies do not affect any foreign laws or regulations that may otherwise be applicable and that provide additional protections to animal subjects of research.

Institutions that are not accredited by the Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC) must submit an Institutional Assurance for the Protection of Animal Subjects to CRDF Global prior to award activation. This policy is applicable to all animal subjects activities supported by CRDF Global, regardless of funding source. **No funds may be expended for research involving animal subjects unless the requirements of this policy have been met.** Any violation of this policy may be considered a material breach of this Grant Agreement and grounds for immediate termination.

Grantee acknowledges that the Grantee is solely responsible for compliance with this clause and that CRDF Global has no responsibility or liability for the Grantee's adherence to the regulations herein.

INITIAL: 

5. Research Involving Recombinant or Synthetic Nucleic Acid Molecules. If this Agreement supports research involving recombinant or synthetic nucleic acid molecules, Grantee certifies that it will comply with all applicable federal requirements, including but not limited to National Institute of Health (NIH) Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules (NIH Guidelines), as amended. Research within the scope of the NIH Guidelines that is performed outside of the U.S. using funds for transportation, salaries or direct research expenses must comply with the U.S. or host country standards. If the research is to be carried out in a country that has adopted guidelines comparable to those of the NIH Guidelines, a document with information and endorsements assuring compliance to the host organization standards must be submitted to CRDF Global. CRDF Global funds may not be used to carry out research using recombinant or synthetic nucleic acid molecules in a country that has not adopted national guidelines unless the research is in full compliance with the NIH Guidelines and the procedures required for NIH-supported research within the U.S.

INITIAL: 



Grant Agreement Continued

ATTACHMENT G: AGENCY SPECIFIC TERMS & CONDITIONS

APPLICABLE IF CHECKED:

☒ **U.S. Department of State**

1. Agency Terms & Conditions. This Agreement and the activities thereunder are subject to the U.S. Department of State Standard Terms and Conditions. The full text of those Terms and Conditions may be found at the following link: <https://www.state.gov/wp-content/uploads/2019/10/U.S.-Department-of-State-Standard-Terms-and-Conditions-10-01-2019508.pdf>.
2. Publications. In the event that the Agreement is a grant by CRDF Global, publication of any material based on or developed under the project must contain the following acknowledgment:

"This publication is based on work supported by a grant from the U.S. Civilian Research & Development Foundation (CRDF Global) with funding from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author(s) and do not necessarily reflect those of CRDF Global or the United States Department of State."

Copies of publications based on or developed under this Agreement shall be provided to CRDF Global or its authorized representatives upon request. The use of CRDF Global's name or logo outside of the parameters discussed above require advanced written approval from CRDF Global.

☐ **National Science Foundation**

1. Research Terms & Conditions ("RTC"). This Agreement and the activities thereunder are subject to the NSF RTC dated March 14, 2017. The full text of the RTC and implementing guidance may be found at the following link: <https://www.nsf.gov/awards/managing/rtc.jsp>.
2. Agency-Specific Requirements. This Agreement and the activities thereunder are subject to the NSF Agency Specific Requirements dated February 25, 2019. The full text of those Terms and Conditions may be found at the following link: https://www.nsf.gov/bfa/dias/policy/fedrtc/agencyspecifics/nsf_219.pdf.
3. Publications. All publications must contain the following acknowledgment:

"This publication is based on work supported by a grant from the U.S. Civilian Research & Development Foundation (CRDF Global) with funding provided by the National Science Foundation (NSF) and National Institutes of Health (NIH). Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of CRDF Global, NSF or NIH."

Copies of publications based on or developed under this Agreement shall be provided to CRDF Global or its authorized representatives upon request. The use of CRDF Global's name or logo outside of the parameters discussed above requires advanced written approval from CRDF Global.



Grant Agreement Continued

☐ **U.S. Department of Agriculture**

1. **Terms & Conditions.** This Agreement and the activities thereunder are subject to the following policies of the U.S. Department of Agriculture (USDA): (a) the USDA Conflict of Interest Policy, located at 2 CFR Part 400; (b) USDA Forms and Certifications: <https://www.ars.usda.gov/afm/fmad/agreements/forms-certifications/>, as applicable; and (c) USDA Civil Rights Poster (AD-475-C): <https://www.ascr.usda.gov/and-justice-all>.

2. **Publications.** All publications must contain the following acknowledgment:

"This publication is based on work supported by a grant from the U.S. Civilian Research & Development Foundation (CRDF Global) with funding provided by the U.S. Department of Agriculture (USDA) and National Institutes of Health (NIH). Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of CRDF Global, USDA or NIH."

Copies of publications based on or developed under this Agreement shall be provided to CRDF Global or its authorized representatives upon request. The use of CRDF Global's name or logo outside of the parameters discussed above requires advanced written approval from CRDF Global.

☐ **Other [Please Enter Agency and Applicable Terms]**



Grant Agreement Continued

ATTACHMENT H: SPECIAL TERMS & CONDITIONS

1. ☒ **Applicable if Checked.** Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR § 200.16, Grantee is prohibited from obligating or expending funds for covered telecommunications equipment or services to:
- a. Procure or obtain, extend or renew a contract to procure or obtain;
 - b. Enter into a contract (or extend or renew a contract) to procure; or
 - c. Obtain the equipment, services, or systems.

Covered telecommunications equipment and services mean any of the following:

- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered country.