

University of Washington Research Subaward Agreement		
Prime Recipient <b>UNIVERSITY OF WASHINGTON (UW)</b>		Subcontractor: <b>City of Columbus</b>
UW Principal Investigator (PI): Julie Dombrowski		Subcontractor Principal Investigator (PI): Audrey South
Award No: 75D30123D15973 75D30124F00002 MOD 00003	FAIN: 7530123D15973	Awarding Agency: Centers for Disease Control and Prevention
Federal Award Date: 2/22/2023		CFDA No and Title: NA
Project Title: Doxycycline Post-Exposure Implementation Study		<b>Subaward No.</b> <b>UWSC16782</b>
		<b>BPO #</b> PO-0100215352
<b>Subaward Period of Performance:</b> Start: 9/30/2025      End: 9/29/2026		<b>Amount Funded This Action:</b> <b>\$512,389</b>
Estimated Project Period (if incrementally funded): Start: 9/30/2025      End: 9/29/2026		Incrementally Estimated Total: \$512,389
		Subject to FFATA <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Is this Award R&D? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**TERMS AND CONDITIONS**

The University of Washington, an institution of higher education and an agency of the State of Washington having its principal campus located in Seattle, Washington, hereby awards a cost reimbursable subaward, as described above, to the above-identified subcontractor. NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained in this agreement ("Subaward Agreement"), UW and Subcontractor do hereby agree as follows:

**1) STATEMENT OF WORK, BUDGET AND PRIME AWARD.** The statement of work ("Statement of Work") and budget ("Budget") for this Subaward Agreement are hereby incorporated as Attachment 5. This Subaward Agreement is subject to the terms and conditions of the Prime Award identified above and included herein as Attachment 1.

**2) INVOICING AND PAYMENT.** UW shall reimburse Subcontractor not more often than monthly but not less than quarterly for actual allowable costs incurred for the performance of the Statement of Work, and in accordance with the Budget incorporated as Attachment 5, provided that:

- a) The total of such costs does not exceed the estimated cost as set forth in Attachment 5 herein;
- b) Such costs were allowable by terms of this Subaward Agreement;
- c) Such costs are incurred in accordance with Subcontractor's established policies and procedures; and
- d) Subcontractor adheres to the following cost principles, as applicable: (i) 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (ii) for hospitals, 45 CFR 74, Appendix E; or (iii) Subcontractor's established policies and procedures.

All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing) listed by budget category, subaward number, purchase order number, and certification as to truth and accuracy of invoice. A final statement of cumulative costs incurred (including cost share) listed by budget category and marked "FINAL" must be submitted NOT LATER THAN sixty (60) days after subaward end date. No invoices submitted after sixty (60) days from the end of the subaward shall be paid. The final statement of costs shall constitute Subcontractor's final financial report.

Invoices will be submitted [to uwashington@ghxinvoicing.com](mailto:uwashington@ghxinvoicing.com). Neither the University's General Terms and Conditions for vendors, nor the Federal Flowdown Terms and Conditions (for Federal Grant Funded Purchases) found at <https://finance.uw.edu/ps/suppliers/terms-conditions> apply to subawards.

Questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as indicated in Attachment 3A.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor. UW reserves the right to reject an invoice that is not consistent with the terms of this Subaward Agreement.

**3) NOTIFICATION.** Any request for negotiation of changes in the terms, conditions, or amounts in this Subaward agreement and any matters requiring UW's prior approval shall be directed to the appropriate party's Administrative Contact in Attachments 3A and 3B. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

**4) REPORTS.** Reporting requirements shall be fulfilled in accordance with Attachment 4.

**5) PUBLICATIONS.** Subcontractor agrees that all publications that result from work under this Subaward Agreement shall acknowledge that the project was supported by Awarding Agency and reference the Award No. above.

**6) INVENTIONS.** Consistent with U.S. Public Law 96-517, as amended by U.S. Public Law 98-620, title to any invention made or conceived solely by Subcontractor in performing work under this Subaward Agreement shall vest in the Subcontractor ("Subcontractor Invention"). Inventions made or conceived solely by UW shall be owned by UW. Inventions made or conceived jointly by UW and Subcontractor shall be owned by UW and Subcontractor in accordance with U.S. patent and other applicable U.S. laws. Subcontractor shall promptly notify UW PI (as shown in Attachment 3A) in writing of any such Subcontractor inventions. Subcontractor hereby grants to UW a royalty-free, non-exclusive license for internal research and educational purposes to any such Subcontractor invention.

**7) TERMINATION.** Either party may terminate this Subaward Agreement upon thirty (30) days' written notice to the other party's Administrative and Authorized Contact as set forth in Attachments 3A and 3B. Upon receipt of such notice of termination, Subcontractor shall use reasonable efforts to limit or terminate any outstanding financial commitments related to the work to be performed under this Subaward Agreement. UW shall reimburse Subcontractor for all reasonable costs incurred by Subcontractor under this Subaward Agreement through the date of termination which are allowable in accordance with all applicable laws, regulations, terms and conditions, including without limitation, all reasonable and necessary non-cancellable financial obligations incurred by Subcontractor to carry out its work under this Subaward Agreement.

**8) USE OF NAME.** Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and in the case of an individual, the prior written permission of that individual. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**9) NOTICE OF DISPUTE, NEGOTIATION AND MEDIATION.** Prior to commencing any legal action, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Subaward Agreement. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Subaward Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within ten (10) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place within ten (10) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized nonbinding mediation service prior to initiating legal action. The costs of the mediation service shall be shared equally by the parties.

**10) DEBARMENT.** Subcontractor certifies that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal programs. In connection with the performance of their respective obligations under this Agreement, the parties shall not knowingly employ or contract with, whether or not for compensation, any individual, or entity currently listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal programs.

**11) NONDISCRIMINATION.** Subcontractor shall not engage in any unlawful discrimination nor will it discriminate against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran,

sex, or sexual orientation with respect to their employment, personnel, or patient care policies and practices as those matters may relate to the performance of the parties' respective obligations under this Subaward Agreement.

**To the extent required by law or regulation, the Subcontractor and their contractors, and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors, and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

**12) ANTI-TERRORIST COMPLIANCE.** Subcontractor hereby certifies that all funds, including sub-awards by it to lower-tier Subcontractors, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.

**13) CONFORMATION TO APPLICABLE LAWS AND PROFESSIONAL STANDARDS.** Subcontractor certifies that Subcontractor and those persons participating in the conduct of the Statement of Work under this Subaward Agreement will conform to and obey all applicable laws, ordinances, rules, regulations, requirements and orders of all municipal, county, state or federal authorities or agencies and all professional standards applicable to the conduct of the research under this Subaward Agreement.

**14) QUALIFICATIONS, LICENSES, PERMITS.** Upon request by UW, Subcontractor shall provide UW evidence of any licenses, permits, certifications or accreditations required to conduct the Statement of Work under this Subaward Agreement.

**15) LEGAL COMPLIANCE.** The parties intend this Subaward Agreement to comply with all applicable laws, regulations and requirements. The parties further agree this Subaward Agreement shall be applied and interpreted in a manner consistent with full compliance with all such laws, regulations and requirements. If at any time either party has reasonable grounds to believe that this Subaward Agreement, or the work to be performed under it, may not conform to the then-current requirements or interpretations relevant to such matters, both parties agree that they will promptly negotiate in good faith for the purposes of bring this Subaward Agreement into full compliance with such then-current requirements and interpretations.

**16) EXPORT CONTROLS.** It is understood that the parties are subject to United States laws and regulations controlling the export of technical data and information, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) ("Export-Controlled Materials"). The transfer of any such technology and items and the entering into and provision of such transactions and services that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such technology and items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While each party agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, neither party can guarantee or make assurances that such licenses can or will be granted. Each party agrees that it will not provide or make accessible to the other party any Export-Controlled Materials without first notifying the receiving party in writing of the existence and nature of the Export-Controlled Materials and obtaining the prior written agreement of the receiving party, through a duly-authorized representative, for the receiving party to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number.

**17) AUDIT AND ACCESS TO RECORDS.** If Subaward is subject to 2 C.F.R §200, Subcontractor certifies by signing this Subaward Agreement that they comply with the Uniform Guidance, will provide notice of any adverse findings which impact this subaward as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

In the event Subcontractor is not subject to 2 C.F.R. § 200, UW may require Subcontractor to provide UW with Subcontractor's most recent audit report or statement on compliance and on internal controls prepared by an independent accountant or public auditing firms. In certain cases, Subcontractor may be required to arrange for a limited scope audit verifying Subcontractor's compliance with the requirements for this Subaward Agreement.

In any event, the Subcontractor shall maintain acceptable financial management systems during the term of this Subaward Agreement. Such systems shall include:

- a) accurate, current and complete disclosure of the financial activity of this Subaward Agreement;
- b) records that identify the source and application of the UW's funds paid;
- c) effective control over and accountability for all funds, property and other assets;
- d) comparison of actual outlays with budgeted amounts;
- e) consistency with the applicable federal administrative requirements and cost principles, if applicable; and
- f) accounting records supported by source documentation.

Subcontractor agrees that the UW shall, until the expiration of three (3) years after final payment under this Subaward Agreement, have access to and right to examine all aspects of the Statement of Work undertaken under this Subaward Agreement, and all books, records, and documents of any kind pertaining to the Subaward Agreement, including any directly pertinent records involving transactions related to this Subaward Agreement for the purpose of making audits, examinations, excerpts and transcriptions, if applicable. It is understood that, unless agreed to in writing by Subcontractor, such examination shall be made during Subcontractor's regularly established business hours. Records related to any audit initiated prior to the expiration of the three-year period shall be retained until the audit findings involving the records have been resolved.

Failure to comply with the terms of this Audit and Access to Records section may lead to termination of this Subaward Agreement.

**18) NO PARTNERSHIP/JOINT VENTURE.** The relationship of the parties under this Subaward Agreement is that of independent contractors and they are not agents, employees, partners or joint ventures of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including the UW PI and Subcontractor PI) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.

**19) ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This Subaward Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Subaward Agreement consists of the following documents which are hereby incorporated by reference:

- a) **UW Research Subaward Agreement**
- b) **Attachment 1: Prime Award Terms and Conditions**
- c) **Attachment 2: Special Terms & Conditions**
- d) **Attachment 3A: Prime Recipient Contacts**
- e) **Attachment 3B: Subcontractor Contacts**
- f) **Attachment 4: Reporting Requirements**
- g) **Attachment 5: Statement of Work and Budget**

In the event of any conflict between the terms and conditions set forth in this Subaward Agreement and the Attachments, the parties agree that the terms and conditions included in Attachment 1: "Prime Award Terms and Conditions" shall take precedence.

**20) AMENDMENT.** This Subaward Agreement may only be modified by a subsequent written agreement executed by the duly-authorized representatives of the parties. The UW PI and Subcontractor PI shall have no authority to amend this Subaward Agreement or to waive any right or obligation arising hereunder.

**21) SEVERABILITY.** If any provision of this Subaward Agreement or of any other agreement, document or writing pursuant to or in connection with this Subaward Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Subaward Agreement.

**22) WAIVER.** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Subaward Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Subaward Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

**23) FORCE MAJEURE.** Nonperformance by a party, other than payment of any amounts due hereunder, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such

nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.

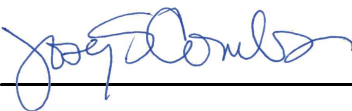
**24) ASSIGNMENT AND SUCCESSORS IN INTEREST.** Except as otherwise provided herein, no party may assign, subcontract, or delegate any right or obligation under this Subaward Agreement, in whole or in part, without the express prior written consent of the other party. This Subaward Agreement shall inure to the benefit of and be binding upon each party's successors and assigns.

**25) COUNTERPARTS.** This Subaward Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the duly-authorized representatives of the parties have entered into this Subaward Agreement as of the date of the last signature of UW and Subcontractor below.

**University of Washington**

**City of Columbus**

By: 

By: 

Print Name: Josy S. Combs

Print Name: Mysheika W. Roberts, MD, MPH

Title: Manager, Subawards Team, OSP

Title: Health Commissioner, Columbus Public Health

Date: 2/12/2026

Date: 1/26/2026

**Attachment 1  
UW Research Subaward Agreement  
Prime Award Terms and Conditions**

The Prime Award Terms and Conditions contained in this Attachment are modified to the extent where applicable as follows:

- "Contract" shall mean "Subaward";
- "Contractor" shall mean "Subrecipient";
- "CDC" shall mean "University of Washington"

This Agreement is subject to the following terms and conditions.

Section A – Reserved

Section B – Reserved

Section C – Reserved

**CONTRACT CLAUSES**

**The clauses under the Indefinite Delivery/Indefinite Quantity contract are applicable to this Request for Task Order Proposal (RFTOP) under the STI IMPACT RESEARCH CONSORTIUM for the National Center for HIV, Viral Hepatitis, STD, and TB Prevention (NCHHSTP).**

**See the STIIRC IDIQ contract Clauses.**

**FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services. (End of clause)

#### **FAR 52.227-14 Rights in Data-General (May 2014)**

(a) Definitions. As used in this clause-  
Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software-

(1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright- (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17

U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)

(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings

are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ( 5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor

refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

#### **FAR 52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to contract ending.

(End of clause)

#### **FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of Clause)

#### **HHSAR 352.211-3 Paperwork Reduction Act (Dec 2015)**

(a) This contract involves a requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is outside the scope of their employment, for use by the Federal government or disclosure to third parties; therefore, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single time) may be used without the Office of Management and Budget (OMB) first providing clearance. Contractors and the Contracting Officer's Representative shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officer to determine the procedures for acquiring OMB clearance.

(b) The Contractor shall not expend any funds or begin any data collection until the Contracting Officer provides the Contractor with written notification authorizing the expenditure of funds and the collection of data. The Contractor shall allow at least 120 days for OMB clearance. The Contracting Officer will consider excessive delays caused by the Government which arise out of causes beyond the control and without the fault or negligence of the Contractor in accordance with the Excusable Delays or Default clause of this contract.

(End of clause)

**HHSAR 352.237-75 Key Personnel (Dec 2015)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

**CDCA\_H009 Key Personnel (Jan 2021)**

The key personnel cited below are considered essential to the work performed under the contract. Pursuant to the terms of HHSAR Clause 352.237-75, Key Personnel, the Contractor shall not replace or divert any of these individuals without the written consent of the Contracting Officer.

Personnel	Title	Entity
Matthew Golden, MD, MPH	PI	University of Washington
Chase Cannon, MD, MPH	Protocol chair	University of Washington
Kristin Beima-Sofie, PhD	Co-I	University of Washington
Arianna Means, PhD, MPH	Co-I	University of Washington
Monisha Sharma, PhD	Co-I	University of Washington
Robert Bolan, MD	LA Site PI	Los Angeles LGBT Center
Preeti Pathela, DrPH, MPH	NYC Site PI	NY City Dept. of Health and Mental Hygiene
Stephanie Cohen, MD, MPH	Consultant	San Francisco Department of Public Health
Oliver Bacon, MD, MPH	Consultant	San Francisco Department of Public Health

Theresa Cullen, MD	AZ Site PI	Clinical and public health
Rebecca Cohen, MD, MPH	LACDPH, Site PI	Clinical and public health
Siri Chirumamilla, MD, MPH	LACDPH, Co-I	Clinical and public health
Shobita Rajagopalan, MD MPH	LA County, Co-I	Clinical and public health
Audrey South, PhD	Columbus, OH, Co-I	Public health, health policy

**HHSAR 352.232-71: Electronic Submission of Payment Requests (Feb 2022) Reserved**

**CDC0\_H049 Non-Disclosure Agreement for Contractor and Contractor Employees (Jun 2020)**

(a) The contractor and contractor employees shall prepare and submit Non-Disclosure Agreements (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.

(b) The NDAs, at Exhibit I and II, are required in service contracts where contractor's employees will have access to non-public and procurement-sensitive information while performing functions in support of the Government. The NDA also requires contractor's employees properly identify themselves as employees

of a contractor when communicating or interacting with CDC employees, employees of other governmental entities, and members of the public (when communication or interaction relates to the contractor's work with the CDC). The Federal Acquisition Regulation (FAR) 37.114 (c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed."

(c) The contractor shall inform contractor employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.

(d) During the contract performance period, the contractor is responsible to ensure that all additional or replacement contractors' employees sign an NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.

(e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meetings where sensitive information may be discussed.

(f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list shall at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

**FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition Alt II (Dec 2023)**

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ( 47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSCA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSCA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSCA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSCA order may be referred to as a Department of Homeland Security (DHS) FASCSCA order.

(2) The Secretary of Defense may issue FASCSCA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSCA order may be referred to as a DoD FASCSCA order.

(3) The Director of National Intelligence (DNI) may issue FASCSCA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSCA order may be referred to as a DNI FASCSCA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes  No  DHS FASCSA order

Yes  No  DoD FASCSA order

Yes  No  DNI FASCSA order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.

(3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.

(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

If the contract/task order included one of the following FAR clauses, the clause is replaced per HHS FAR Class Deviation 2025-01, Amendment 1, issued on March 13, 2025, and/or HHS FAR Class Deviation 2025-02, Amendment 1, issued on February 20, 2025 and/or HHS FAR Class Deviation 2025-04 Amendment 1, issued on July 10, 2025 and/or HHS FAR Class Deviation 2025-05 issued on July 21, 2025:

Original Clause	Replacement Clause
FAR 52.204-8 (JAN 2025); FAR 52.204-8 Alternate I (MAR 2023)	FAR 52.204-8 (JAN 2025) (DEVIATION FEB 2025)
FAR 52.210-1 (NOV 2021)	FAR 52.210-1 (DEVIATION) (RFO JUN 2025)
FAR 52.211-5 (AUG 2000)	FAR 52.211-5 (DEVIATION) (RFO JUN 2025)
FAR 52.212-3 (MAY 2024)	FAR 52.212-3 (MAY 2024) (DEVIATION FEB 2025)
FAR 52.212-5 (JAN 2025), Alternate II (JAN 2025)	FAR 52.212-5 (JAN 2025) (DEVIATION FEB 2025) Alternate II (JAN 2025) (DEVIATION FEB 2025)
FAR 52.213-4 (JAN 2025)	FAR 52.213-4 (JAN 2025) (DEVIATION FEB 2025)
FAR 52.222-6 (AUG 2018)	FAR 52.222-6 (AUG 2018) (DEVIATION FEB 2025)
FAR 52.222-11 (AUG 2018)	FAR 52.222-11 (AUG 2018) (DEVIATION FEB 2025)
FAR 52.222-12 (AUG 2018)	FAR 52.222-12 (AUG 2018) (DEVIATION FEB 2025)
FAR 52.223-1 (MAY 2024)	FAR 52.223-1 (MAY 2024) (DEVIATION FEB 2025)
FAR 52.223-2 (MAY 2024)	FAR 52.223-2 (MAY 2024) (DEVIATION FEB 2025)
FAR 52.223-10 (MAY 2024)	FAR 52.223-10 (MAY 2024) (DEVIATION FEB 2025)
FAR 52.223-23 (MAY 2024)	FAR 52.223-23 (MAY 2024) (DEVIATION FEB 2025)
FAR 52.243-1 (AUG 1987)	FAR 52.243-1 (DEVIATION) (RFO JUN 2025)
FAR 52.243-2 (AUG 1987)	FAR 52.243-2 (DEVIATION) (RFO JUN 2025)
FAR 52.243-3 (SEPT 2000)	FAR 52.243-3 (DEVIATION) (RFO JUN 2025)
FAR 52.243-4 (JUNE 2007)	FAR 52.243-4 (DEVIATION) (RFO JUN 2025)
FAR 52.243-5 (APR 1984)	FAR 52.243-5 (DEVIATION) (RFO JUN 2025)
FAR 52.243-6 (APR 1984)	FAR 52.243-6 (DEVIATION) (RFO JUN 2025)
FAR 52.243-7 (JAN 2017)	FAR 52.243-7 (DEVIATION) (RFO JUN 2025)
FAR 52.244-6 (JAN 2025)	FAR 52.244-6 (JAN 2025) (DEVIATION FEB 2025)

Full text clause language can be located at <https://www.acquisition.gov/far-overhaul> and <https://www.acquisition.gov/caac-letters>.

a. The following FAR clauses are removed from the contract/task order if originally included:

- FAR 52.211-3,
- FAR 52.211-4,
- FAR 52.211-8,
- FAR 52.211-9,
- FAR 52.211-10,
- FAR 52.211-16,
- FAR 52.211-17,
- FAR 52.211-18,
- FAR 52.222-9,
- FAR 52.222-21,
- FAR 52.222-23,
- FAR 52.222-24,
- FAR 52.222-26,
- FAR 52.222-27,
- FAR 52.222-29,
- FAR 52.223-19,
- FAR 52.239-1.

b. The following HHSAR clauses are removed from the contract/task order if originally included:

HHSAR 352.222-70,  
HHSAR 352.237-74.

**Attachment 2**  
**UW Research Subaward Agreement**  
**Special Terms and Conditions**

**1) Subcontractor Insurance and Proof of Coverage.** Subcontractor agrees to maintain during the term of this Agreement comprehensive general liability and professional insurance coverage with limits of not less than \$1 million per occurrence and \$3 million annual aggregate (or an equivalent program of self-insurance satisfactory to UW). Upon UW's request, Subcontractor will provide UW proof of insurance or loss coverage required under the terms of this Agreement. In addition, Subcontractor agrees to notify UW in writing in the event of a material modification or change in such coverage.

**2) Governing Law, Jurisdiction and Venue.** This Subaward shall be governed by and enforced according to the laws of the State of Washington and the United States, without giving effect to its or any other jurisdiction's choice of law provisions. The Superior Court of Washington for King County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute, the United States District Court for the Western District of Washington, Seattle division, shall have exclusive jurisdiction and venue.

**3) Responsibility.** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omission of its employees, officers, or director's, to the extent allowed by law.

**4) Limitation of Damages.** In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

**5) Copyrights.** Subcontractor \_\_\_ grants / X shall grant (check one) to UW an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet UW's obligations under UW's Prime Award.

**6) Data Rights.** Subcontractor grants to UW the right to use data created by Subcontractor in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet UW's obligations under UW's Prime Award.

**7) Automatic Carry Forward:**  Yes  No

(If No, Carry Forward requests must be sent to UW's Administrative and Principal Investigator contact, as shown in Attachment 3A).

**8) Promoting Objectivity in Research:** Subcontractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Subcontractor shall report any financial conflict of interest to UW's Administrative Contact, as designated on Attachment 3A. At UW's request, Subcontractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. UW shall provide Subcontractor with a copy of notifications sent to the funding agency that involved Subcontractor Investigator under this Agreement.

**Attachment 3A**

Research Subaward Agreement

Subaward Number:

UWSC16782

**Prime Recipient Contacts****Prime Recipient Entity**

Name: University of Washington, Office of Sponsored Programs

Address: 4333 Brooklyn Ave NE  
Box 359472

City: Seattle

State: WA

Zip Code: 98195-9472

**Prime Recipient's Administrative Contact**

Name: Julie Taylor

Address: Office of Sponsored Programs  
Box 359472

City: Seattle

State: WA

Zip Code: 98195-9472

Telephone: (206) 543-7052

Fax:

E-mail: jultay@u.washington.edu

**Prime Recipient's Principal Investigator**

Name: Julie Drowbowski

Address: Division of Allergy and Infectious Diseases  
Box 358777

City: Seattle

State: WA

Zip Code: 98195-9777

Telephone: (206) 744-5640

Fax:

E-mail: jdombrow@uw.edu

**Prime Recipient's Financial Contact**

Name: Kristen Emanuel

Address: Division of Allergy and Infectious Diseases  
Box 359931

City: Seattle

State: WA

Zip Code: 98104-2420

Telephone: (206) 616-2019

Fax:

E-mail: kemanuel@uw.edu

**Prime Recipient's Authorized Official**

Name: Director

Address: Office of Sponsored Programs  
4333 Brooklyn Ave NE  
Box 359472

City: Seattle

State: WA

Zip Code: 98195-9472

Telephone: (206) 543-4043

Fax: (206) 685-1732

E-mail: ospsubs@uw.edu

**Attachment 3B**  
**Research Subaward Agreement**  
**Subrecipient Contacts**

Subaward Number:  
**UWSC16782**

**Subrecipient Place of Performance**

Name: **Columbus Public Health (City of Columbus)**  
 Address: **240 Parsons Ave.**

City: **Columbus** State: **OH**  
 EIN No.: **31-6400223** Institution Type: **City/Township Gov't**

<b>Zip Code + 4:</b> 43215-5331 (Look up)
--

Is Subrecipient currently registered in SAM.gov?  Yes  No

DUNS No.:	UEI (Unique Entity Identifier):	Congressional District:	Congressional District:
	<b>FAMWPY11Z6K8</b>	<b>Ohio 3</b>	<b>Ohio 15</b>

**Subrecipient Administrative Contact**

Name: **Charles Yang**  
 Address: **240 Parsons Ave.**

City: **Columbus** State: **OH** Zip Code: **43215-5331**  
 Telephone: **(614) 645-0045** Fax:  
 E-mail: **CXYang@columbus.gov**

**Subrecipient Principal Investigator (PI)**

Name: **Audrey South**  
 Address: **240 Parsons Ave.**

City: **Columbus** State: **OH** Zip Code: **43215-5331**  
 Telephone: **(614) 645-6790** Fax:  
 E-mail: **AESouth@columbus.gov**

**Subrecipient Financial Contact**

Name: **Katie Pettiford**  
 Address: **240 Parsons Ave.**

City: **Columbus** State: **OH** Zip Code: **43215-5331**  
 Telephone: **(614) 645-3135** Fax:  
 E-mail: **KAPettiford@columbus.gov**

**Subrecipient Authorized Official**

Name: **Health Commissioner, Columbus Public Health**  
 Address: **240 Parsons Ave.**

City: **Columbus** State: **OH** Zip Code: **43215-5331**  
 Telephone: **(614) 645-7417** Fax:  
 E-mail:

**Attachment 3B Page 2**  
Research Subaward Agreement  
**Highest Compensated Officers**

Subaward Number:

UWSC16782

**Subcontractor**

Name: Columbus Public Health (City of Columbus)

PI: Audrey South

Is Subcontractor exempt from reporting compensation?  Yes  No

Subcontractor is **not** exempt from reporting executive compensation if:

- 1) The Subcontractor received 80 percent or more of its annual gross revenues in Federal awards in the preceding fiscal year; **and**
- 2) The Subcontractor received \$25,000,000 or more in annual gross revenues from Federal awards; **and**
- 3) The public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

**Highest Compensated Officers**

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

## Attachment 4

### Research Subaward Agreement

#### Reporting Requirements

Prime Recipient will check all that apply that the Subcontractor will agree to:

- A Final technical/progress report will be submitted to the Prime Recipient's Principal Investigator identified in Attachment 3 within 60 days after the end of the period of performance.
- Monthly technical/progress reports will be submitted to the Prime Recipient's Financial Contact identified in Attachment 3, within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Prime Recipient's Administrative Contact identified in Attachment 3.
- Technical/progress reports on the project as may be required by Prime Recipient's Principal Investigator in order that Prime Recipient may be able to satisfy its reporting obligations to the Awarding Agency.
- Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the Prime Recipient's Principal Investigator identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify UW's Principal Investigator identified in Attachment 3A within 30 days after Subcontractor's inventor discloses invention(s) in writing to Subcontractor's personnel responsible for patent matters. The Subcontractor will submit a final invention report using Awarding Agency specific forms to the UW's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the UW's final invention report to the Awarding Agency. A negative report  is  is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 90 days after the end of the project period to the Prime Recipient's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by UW Award

Other Special Reporting Requirements

**ATTACHMENT 5**  
Research Subaward Agreement  
**STATEMENT OF WORK**

**If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subcontractor Federal Award Project Description***

1. Expand doxy-PEP implementation among cisgender men and transgender women who have sex with men in clinical settings and through routine partner services activities
2. Engage a STI/HIV syndemic collaborative community action group to guide doxy-PEP implementation
3. Create an STI/HIV healthcare collaborative that engages health systems, healthcare providers, public health staff, and community partners to build and expand a syndemic approach to HIV/STI prevention.
4. Provide robust data collection and reporting of defined metrics to University of Washington for the STI IRC projects.

**ATTACHMENT 5**

Cost Reimbursement Research Subaward Agreement

**Budget**

		Direct Costs	\$512,389
Indirect Cost Rate (IDC) of 0%	<input type="checkbox"/> TDC <input type="checkbox"/> MTDC <input checked="" type="checkbox"/> Other	Indirect Costs	\$0
De Minimis rate applied? <input type="checkbox"/>	(Check if YES)	<b>TOTAL COSTS</b>	<b>\$512,389</b>

Salaries	\$170,307
Employee Benefits	78,785
Equipment	2,050
Travel Domestic	8,000
Supplies	1,500
Other Service contracts \$251,474	251,747
<b>Total Direct Costs</b>	<b>512,389</b>
Indirect Cost 0%*	0
<b>GRAND TOTAL</b>	<b>\$512,389</b>

\*Indirect costs are not being charged.