|  |
| --- |
| Form Approved Through 02/28/2023 OMB No. 0925-0001 |
| Department of Health and Human ServicesPublic Health ServicesGrant ApplicationDo not exceed character length restrictions indicated. | **LEAVE BLANK—FOR PHS USE ONLY**. |
| Type | Activity | Number |
| Review Group | Formerly |
| Council/Board (Month, Year) | Date Received |
| 1. TITLE OF PROJECT *(Do not exceed 81 characters, including spaces and punctuation.)*      |
| 2. RESPONSE TO SPECIFIC REQUEST FOR APPLICATIONS OR PROGRAM ANNOUNCEMENT OR SOLICITATION [ ]  NO [x]  YES  *(If “Yes,” state number and title)* |
| Number: | *[****DSP14] or [ISP9]*** | Title: | ***HPTN Scholars Program, 2024-2025*** |
| **3. PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR** |
| 3a. NAME (Last, first, middle) | 3b. DEGREE(S) | 3h. eRA Commons User Name |
|       |       |       |       |       |
| 3c. POSITION TITLE      | 3d. MAILING ADDRESS *(Street, city, state, zip code)*      |
| 3e. DEPARTMENT, SERVICE, LABORATORY, OR EQUIVALENT      |
| 3f. MAJOR SUBDIVISION      |
| 3g. TELEPHONE AND FAX *(Area code, number and extension)* | E-MAIL ADDRESS:  |
| TEL: |       | FAX: |       |       |
| 4. HUMAN SUBJECTS RESEARCH | 4a. Research Exempt  | If “Yes,” Exemption No. |
|  [x]  No [ ]  Yes | [ ]  No [x]  Yes |       |
| 4b. Federal-Wide Assurance No.  | 4c. Clinical Trial | 4d. NIH-defined Phase III Clinical Trial |
|       | [ ]  No [x]  Yes |  [x]  No [ ]  Yes |
| 5. VERTEBRATE ANIMALS [x]  No [ ]  Yes | 5a. Animal Welfare Assurance No.  |       |
| 6. DATES OF PROPOSED PERIOD OF  SUPPORT *(month, day, year—MM/DD/YY)* | 7. COSTS REQUESTED FOR INITIAL BUDGET PERIOD | 8. COSTS REQUESTED FOR PROPOSED PERIOD OF SUPPORT |
| From | Through | 7a. Direct Costs ($) | 7b. Total Costs ($) | 8a. Direct Costs ($) | 8b. Total Costs ($) |
|       |       |       |       |       |       |
| 9. APPLICANT ORGANIZATION | 10. TYPE OF ORGANIZATION |
| Name |       | Public: **→** [ ]  Federal [ ]  State [ ]  Local |
| Address |       | Private: **→** [ ]  Private Nonprofit |
| For-profit: **→** [ ]  General [ ]  Small Business [ ]  Woman-owned [ ]  Socially and Economically Disadvantaged |
| 11. ENTITY IDENTIFICATION NUMBER      |
| DUNS NO. |       | Cong. District |       |
| 12. ADMINISTRATIVE OFFICIAL TO BE NOTIFIED IF AWARD IS MADE | 13. OFFICIAL SIGNING FOR APPLICANT ORGANIZATION |
| Name |       | Name |       |
| Title |       | Title  |       |
| Address |       | Address |       |
| Tel: |       | FAX: |       | Tel: |       | FAX: |       |
| E-Mail: |       | E-Mail: |       |
| 14. APPLICANT ORGANIZATION CERTIFICATION AND ACCEPTANCE: I certify that the statements herein are true, complete and accurate to the best of my knowledge, and accept the obligation to comply with Public Health Services terms and conditions if a grant is awarded as a result of this application. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. | SIGNATURE OF OFFICIAL NAMED IN 13.*(In ink. “Per” signature not acceptable.)* | DATE      |

|  |  |
| --- | --- |
|  |  |
|  |
| DETAILED BUDGET FOR INITIAL BUDGET PERIODDIRECT COSTS ONLY | FROM | THROUGH |
| 01 June 2024 | 30 Nov 2024 |

 List PERSONNEL (Applicant organization only)
 Use Cal, Acad, or Summer to Enter Months Devoted to Project

 Enter Dollar Amounts Requested (omit cents) for Salary Requested and Fringe Benefits

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| NAME | ROLE ONPROJECT | Cal.Mnths | Acad.Mnths | SummerMnths | INST.BASESALARY | SALARYREQUESTED | FRINGEBENEFITS | TOTAL |
|       | PD/PI |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
| SUBTOTALS |       |       |       |
| CONSULTANT COSTS      |       |
| EQUIPMENT *(Itemize)*      |       |
| SUPPLIES *(Itemize by category)*      |       |
| TRAVEL      |       |
| INPATIENT CARE COSTS       |       |
| OUTPATIENT CARE COSTS       |       |
| ALTERATIONS AND RENOVATIONS *(Itemize by category)*      |       |
| OTHER EXPENSES *(Itemize by category)*      |       |
| CONSORTIUM/CONTRACTUAL COSTS | DIRECT COSTS |       |
| SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD *(Item 7a, Face Page)* | $ |       |
| CONSORTIUM/CONTRACTUAL COSTS | FACILITIES AND ADMINISTRATIVE COSTS |       |
| TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD  | $ |       |

|  |  |
| --- | --- |
| Program Director/Principal Investigator (Last, First, Middle): |       |
|  |
| DETAILED BUDGET FOR INITIAL BUDGET PERIODDIRECT COSTS ONLY | FROM | THROUGH |
| 01 Dec 2024 | 30 Nov 2025 |

 List PERSONNEL *(Applicant organization only)* Use Cal, Acad, or Summer to Enter Months Devoted to Project

 Enter Dollar Amounts Requested *(omit cents)* for Salary Requested and Fringe Benefits

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| NAME | ROLE ONPROJECT | Cal.Mnths | Acad.Mnths | SummerMnths | INST.BASESALARY | SALARYREQUESTED | FRINGEBENEFITS | TOTAL |
|       | PD/PI |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |       |
| SUBTOTALS |       |       |       |
| CONSULTANT COSTS      |       |
| EQUIPMENT *(Itemize)*      |       |
| SUPPLIES *(Itemize by category)*      |       |
| TRAVEL      |       |
| INPATIENT CARE COSTS       |       |
| OUTPATIENT CARE COSTS       |       |
| ALTERATIONS AND RENOVATIONS *(Itemize by category)*      |       |
| OTHER EXPENSES *(Itemize by category)*      |       |
| CONSORTIUM/CONTRACTUAL COSTS | DIRECT COSTS |       |
| SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD *(Item 7a, Face Page)* | $ |       |
| CONSORTIUM/CONTRACTUAL COSTS | FACILITIES AND ADMINISTRATIVE COSTS |       |
| TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD  | $ |       |

|  |  |
| --- | --- |
| Program Director/Principal Investigator (Last, First, Middle): |       |
|  |
| BUDGET FOR ENTIRE PROPOSED PROJECT PERIODDIRECT COSTS ONLY |
| BUDGET CATEGORYTOTALS | INITIAL BUDGETPERIOD*(from Form Page 4)* | 2nd ADDITIONAL YEAR OF SUPPORT REQUESTED | 3rd ADDITIONAL YEAR OF SUPPORT REQUESTED | 4th ADDITIONAL YEAR OF SUPPORT REQUESTED | 5th ADDITIONAL YEAR OF SUPPORT REQUESTED |
| PERSONNEL: *Salary and fringe benefits. Applicant organization only*. |       |       |       |       |       |
| EQUIPMENT |       |       |       |       |       |
| TRAVEL |       |       |       |       |       |
| OTHER EXPENSES |       |       |       |       |       |
| DIRECT CONSORTIUM/CONTRACTUALCOSTS |       |       |       |       |       |
| SUBTOTAL DIRECT COSTS*(Sum = Item 8a, Face Page)* |       |       |       |       |       |
| F&A CONSORTIUM/CONTRACTUALCOSTS |       |       |       |       |       |
| TOTAL DIRECT COSTS |       |       |       |       |       |
| TOTAL DIRECT COSTS FOR ENTIRE PROPOSED PROJECT PERIOD | $ |       |

|  |  |
| --- | --- |
| Program Director/Principal Investigator (Last, First, Middle): |       |

**BUDGET JUSTIFICATION for Initial Budget Period (01 June 2024 to 30 Nov 2024)**

***PERSONNEL***

HPTN Scholar Salary Supplement: The HPTN Scholar salary supplement requests funding to cover:

We request      %

Salary Supplement for the first 6 months: $

***TRAVEL***

**Travel Expenses:** We are requesting travel funds for travels to HPTN Scholars related meetings, conferences, and visiting mentorship with my mentor (     ) at institution (     ). Travel funds requested as outlined below include round trip airfare, hotel, meals, ground transportation, and travel-related incidentals.

**We request a total travel budget for attendance of the meetings as outlined below: $     .**

1. **HPTN ANNUAL MEETING (1 MEETING, 4 DAYS): $     .**

Attendance at the HPTN Annual Meetings required. Estimates are to be based on travel to Washington, DC which was the previous location of this meeting.

* Travel from       to Washington DC (RT): $      / trip x 2 trips = $
* Hotel: $       / day x 4 days x 2 trips= $
* Meals: $       /day x 4 days x 2 trips = $
* Ground transportation: $      / trip x 2 trip = $
* Travel costs incidentals: $      / trip x 2 trip =$
1. **HPTN SCHOLARS RETREAT (1 MEETING, 4 DAYS): $      .**

Attendance to this retreat is a requirement of the HPTN Scholars Program. Estimates are based on travel to Seattle, WA which was the previous location of this meeting.

* Travel from       to Seattle, WA (RT): $       x 1 trip = $
* Hotel: $      / day x 3 days = $
* Meals: $       /day x 3 days = $
* Ground transportation: $       /trip = $
* Travel costs incidentals: $
1. **Travel to Mentor’s site: $      .**
* Travel from       to       (RT): $       x1 trip = $
* Hotel: $       / day x 3 days = $
* Meals $       / day x 3 days = $
* Ground transportation: $       / trip = $
* Travel costs incidentals: $       / trip = $

|  |  |
| --- | --- |
| Program Director/Principal Investigator (Last, First, Middle): |       |

**BUDGET JUSTIFICATION for Second Budget Period (01 Dec 2024 to 30 Nov 2025)**

***PERSONNEL***

HPTN Scholar Salary Supplement: The HPTN Scholar salary supplement requests funding to cover:

We request      %

Salary Supplement for the 12 months: $

***TRAVEL***

**Travel Expenses:** We are requesting travel funds for travels to HPTN Scholars related meetings, conferences, and visiting mentorship with my mentor (     ) at institution (     ). Travel funds requested as outlined below include round trip airfare, hotel, meals, ground transportation, and travel-related incidentals.

**We request a total travel budget for attendance of the meetings as outlined below: $     .**

1. **HPTN ANNUAL MEETING (1 MEETING, 4 DAYS): $     .**

Attendance at the HPTN Annual Meetings required. Estimates are to be based on travel to Washington, DC which was the previous location of this meeting.

* Travel from       to Washington DC (RT): $      / trip x 2 trips = $
* Hotel: $       / day x 4 days x 2 trips= $
* Meals: $       /day x 4 days x 2 trips = $
* Ground transportation: $      / trip x 2 trip = $
* Travel costs incidentals: $      / trip x 2 trip =$
1. **Travel to Mentor’s site: $      .**
* Travel from       to       (RT): $       x      trip (s) = $
* Hotel: $       / day x 2 days = $
* Meals $       / day x 2 days = $
* Ground transportation: $       / trip = $
* Travel costs incidentals: $       / trip = $
1. **Additional relevant conference during the program (IAS, R4P, etc.): $      .**
* Attendance to the       conference in (month/year):
* Travel from       to       (RT): $       x1 trip = $
* Hotel: $      / day x 3 days = $
* Meals: $       /day x 3 days = $
* Ground transportation: $       /trip = $
* Travel costs incidentals: $       /trip =$

BIOGRAPHICAL SKETCH

Provide the following information for the Senior/key personnel and other significant contributors.
Follow this format for each person. **DO NOT EXCEED FIVE PAGES.**

NAME:

eRA COMMONS USER NAME (credential, e.g., agency login):

POSITION TITLE:

EDUCATION/TRAINING (Begin with baccalaureate or other initial professional education, such as nursing, include postdoctoral training and residency training if applicable)

| INSTITUTION AND LOCATION | DEGREE(if applicable) | Start DateMM/YYYY | Completion DateMM/YYYY | FIELD OF STUDY |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**A. Personal Statement**

**B. Positions and Honors**

***Positions and Employment***

***Scientific Appointments***

***Professional Memberships***

***Honors***

***Other Experience***

 **C. Contributions to Science**

***Selected Peer-reviewed Publications (Selected from XX peer-reviewed publications)***

***Note: Include those most relevant to the current application***

***Additional* recent publications of importance to the field (in chronological order)**

 **D. Research Support**

Ongoing Research Support

Completed Research Support

|  |  |
| --- | --- |
| Program Director/Principal Investigator (Last, First, Middle): |       |

|  |
| --- |
| For New and Renewal Applications – DO NOT SUBMIT UNLESS REQUESTEDPHS 398 OTHER SUPPORT |

Provide active and pending support for all senior/key personnel. **Other Support includes all financial resources, whether federal, non-federal, commercial or institutional, available in direct support of an individual's research endeavors, including but not limited to research grants, cooperative agreements, contracts, and/or institutional awards.** Training awards, prizes, or gifts do not need to be included.

There is no "form page" for reporting Other Support. Information on Other Support should be provided in the *format* shown below.

Neither the application under consideration nor the current PHS award for this project should be listed as Other Support.

Effort devoted to projects must be measured using “person months.” NIH and other PHS agencies use the concept of “person months” as a metric for determining percent of effort. For more information about calculating person months, see NIH’s [Frequently Asked Questions on Person Months](https://grants.nih.gov/grants/policy/person_months_faqs.htm).

**Format**

|  |
| --- |
| **NAME OF INDIVIDUAL**ACTIVE/PENDING  |
| Project Number (Contact Principal Investigator) SourceTitle of Project *(or Subproject)*The major goals of this project are… | Dates of Approved/Proposed ProjectAnnual Direct Costs | Person Months(Cal/Academic/Summer) |
| OVERLAP (summarized for each individual) |  |  |

**NAME OF INESTIGATOR**

ACTIVE

PENDING

OVERLAP

**NAME OF INESTIGATOR**

ACTIVE

PENDING

OVERLAP

**NAME OF INESTIGATOR**

ACTIVE

PENDING

OVERLAP

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Other Support

**PHS OTHER SUPPORT**

**For All Application Types – DO NOT SUBMIT UNLESS REQUESTED**

*There is no "form page" for reporting Other Support. Information on Other Support should be provided in the format shown below.*

\*Name of Individual:

Commons ID:

**Other Support – Project/Proposal**

\*Title:

\*Major Goals:

\*Status of Support:

Project Number:

Name of PD/PI:

\*Source of Support:

\*Primary Place of Performance:

Project/Proposal Start and End Date: (MM/YYYY) (if available):

\* Total Award Amount (including Indirect Costs):

\* Person Months (Calendar/Academic/Summer) per budget period.

| Year (YYYY) | Person Months (##.##) |
| --- | --- |
| 1. [enter year 1]  |  |
| 2. [enter year 2]  |  |
| 3. [enter year 3] |  |
| 4. [enter year 4] |  |
| 5. [enter year 5] |  |

**IN-KIND**

\*Summary of In-Kind Contribution:

\*Status of Support:

\*Primary Place of Performance:

Project/Proposal Start and End Date (MM/YYYY) (if available):

\*Person Months (Calendar/Academic/Summer) per budget period

|  |  |
| --- | --- |
| Year (YYYY) | Person Months (##.##) |
| 1. [enter year 1]  |  |
| 2. [enter year 2]  |  |
| 3. [enter year 3] |  |
| 4. [enter year 4] |  |
| 5. [enter year 5] |  |

\*Estimated Dollar Value of In-Kind Information:

**\*Overlap** (summarized for each individual):

I, PD/PI or other senior/key personnel, certify that the statements herein are true, complete and accurate to the best of my knowledge, and accept the obligation to comply with Public Health Services terms and conditions if a grant is awarded as a result of this application. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

\*Signature: ­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: ­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Program Director/Principal Investigator (Last, First, Middle): |       |
|  |
| CHECKLIST |
| **TYPE OF APPLICATION** *(Check all that apply.)* |
| [x]  NEW application. *(This application is being submitted to the PHS for the first time.)*  |
| [ ]  RESUBMISSION of application number: |       |
| *(This application replaces a prior unfunded version of a new, renewal, or revision application.)* |
| [ ]  RENEWAL of grant number: |       |  |  |
| *(This application is to extend a funded grant beyond its current project period.)* |  |  |
| [ ]  REVISION to grant number: |       |  |  |  |
| *(This application is for additional funds to supplement a currently funded grant.)* |
| [ ]  CHANGE of program director/principal investigator. |  |
| Name of former program director/principal investigator: |       |
| [ ]  CHANGE of Grantee Institution. Name of former institution: |       |
| [ ]  FOREIGN application  | [ ]  Domestic Grant with foreign involvement | List Country(ies)Involved: |       |
| INVENTIONS AND PATENTS *(Renewal appl. only)* [ ]  No [ ]  Yes |
| If “Yes,” | [ ]  Previously reported [ ]  Not previously reported |
| **1. PROGRAM INCOME *(See instructions.)***All applications must indicate whether program income is anticipated during the period(s) for which grant support is request. If program income is anticipated, use the format below to reflect the amount and source(s). |
| Budget Period | Anticipated Amount | Source(s) |
|       |       |       |
|       |       |       |
| **2. ASSURANCES/CERTIFICATIONS *(See instructions.)***In signing the application Face Page, the authorized organizational representative agrees to comply with the policies, assurances and/or certifications listed in the application instructions when applicable. Descriptions of individual assurances/certifications are provided in the [NIH Grants Policy Statement, Section 4: Public Policy Requirements, Objectives and Other Appropriation Mandates](https://grants.nih.gov/grants/policy/nihgps/HTML5/section_4/4_public_policy_requirements__objectives_and_other_appropriation_mandates.htm?tocpath=4%20Public%20Policy%20Requirements%2C%20Objectives%20and%20Other%20Appropriation%20Mandates%7C_____0). If unable to certify compliance, where applicable, provide an explanation and place it after this page. |
| **3. FACILITIES AND ADMINSTRATIVE COSTS (F&A)/ INDIRECT COSTS.** See specific instructions. |
| [ ]  HHS Agreement dated: |       | [ ]  No Facilities And Administrative Costs Requested. |
| [ ]  HHS Agreement being negotiated with |       | Regional Office. |
| [ ]  No HHS Agreement, but rate established with |       | Date |       |
| CALCULATION\* *(The entire grant application, including the Checklist, will be reproduced and provided to peer reviewers as confidential information.)*  |
| a. Initial budget period: | Amount of base $ |       | x Rate applied |       | % = F&A costs $ |       |
| b. 02 year | Amount of base $ |       | x Rate applied |       | % = F&A costs $ |       |
| c. 03 year | Amount of base $ |       | x Rate applied |       | % = F&A costs $ |       |
| d. 04 year | Amount of base $ |       | x Rate applied |       | % = F&A costs $ |       |
| e. 05 year | Amount of base $ |       | x Rate applied |       | % = F&A costs $ |       |
|  | TOTAL F&A Costs $ |       |
| \*Check appropriate box(es): |
| [ ]  Salary and wages base | [ ]  Modified total direct cost base | [ ]  Other base *(Explain)* |
| [ ]  Off-site, other special rate, or more than one rate involved *(Explain)* |
| Explanation *(Attach separate sheet, if necessary.):*  |
|         |

**Attachment 1: Detailed Budget Assumptions**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Salary |  | Initial Budget Period1 Jun 2024 – 30 Nov 2024 | Second Budget Period1 Dec 2024 – 30 Jun 2025 | Total |
| Name  | {Name} |  |  |  |
| Role | Scholar in Training  |  |  |  |
| Inst. Base Salary | {$} |  |  |  |
| Salary Request | {% x months) | {$} | {$} | {$} |
| Fringe | {%) | {$} | {$} | {$} |
| Total |  | {$} | {$} | {$} |
| **HPTN Meetings (N=2, 4 days each)** |
| Airfare: Location TBD to DC | {$} / RT | {$} | {$} | {$} |
| Per Diem: DC | {$} / day | {$} | {$} | {$} |
| Incidental travel costs (communications, etc.) | {$} / trip | {$} | {$} | {$} |
| Airport Transfers | {$} / trip | {$} | {$} | {$} |
| **Relevant HIV/AIDS Conference (N=1; 3 days)** |
| Airfare: Location TBD- TBD | {$} / RT |  | {$} | {$} |
| Per Diem: TBD  | {$} / day |  | {$} | {$} |
| Incidental travel costs (communications, etc.) | {$} / trip |  | {$} | {$} |
| Airport Transfers | {$} / trip |  | {$} | {$} |
| **HPTN Scholar Retreat (N=1; 4 days)** |
| Airfare: Location TBD to Seattle | {$} / RT |  | {$} | {$} |
| Per Diem: Seattle | {$} / day |  | {$} | {$} |
| Incidental travel costs (communications, etc.) | {$} / trip |  | {$} | {$} |
| Airport Transfers | {$} / trip |  | {$} | {$} |
| **Meetings with mentor (# trips of 2 days each – if applicable)** |
| Airfare: Location TBD- TBD | {$} / RT | {$} | {$} | {$} |
| Per Diem: TBD  | {$} / day | {$} | {$} | {$} |
| Incidental travel costs (communications, etc.) | {$} / trip | {$} | {$} | {$} |
| Airport Transfers | {$} / trip | {$} | {$} | {$} |
| **Other Direct Costs – if applicable (edit as needed)** |
| Telecommunication costs for monthly calls |  | {$} | {$} | {$} |
| Photocopying of key prevention articles, manuals, etc. |  | {$} | {$} | {$} |
| General office supplies: books; software |  | {$} | {$} | {$} |
| **Total Direct Costs** |  | {$} | {$} | {$} |
| **Indirect Costs**  | **{%}** | {$} | {$} | {$} |
| **TOTAL COSTS** |  | {$} | {$} | {$} |

***NOTE: Candidates selected for the HPTN Scholars Program will be issued grants that include the following Terms and Conditions. Please review these terms and conditions in its entirety with your organization.***

**FHI 360 Grant terms and conditions**

1. **INDEPENDENT ENTITY**

The relationship of the Grantee to FHI 360 is that of an independent entity, and nothing in this Grant will be construed as creating any other relationship. As such, the Grantee will comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Grantee’s protection in connection with work performed under this Grant. Neither the Grantee nor anyone employed by it will be, represent, act, purport to act, or be deemed to be an agent, representative, or employee of FHI 360.

This Grant is funded in whole or in part with funds from the funding sponsor. Neither the funding sponsor nor any of its departments, agencies, or employees is or will be a party to this Grant. All communications regarding this Grant must be directed to FHI 360.

1. **CONFIDENTIAL INFORMATION**

During the term of this Grant, the Grantee and its employees may receive or have access to data and information that is confidential and proprietary to FHI 360 or the funding sponsor.

“*Confidential Information*” is defined as all technical information whether directly or indirectly disclosed, in verbal, written, graphic, photographic, electronic, prototypic, sample or any other form.

*Confidential Information* disclosed in written, graphic or electronic format will be marked on its face as “Confidential” and/or “Proprietary.” *Confidential Information* disclosed in verbal or visual form will be summarized in writing and confirmed to the Grantee as “Confidential” and/or “Proprietary” within thirty (30) days following disclosure.

*Confidential Information* does NOT include information that:

* is or becomes generally available to the public other than as a result of a disclosure by the Grantee;
* becomes available to the Grantee on a non-confidential basis from a source that is not prohibited by a legal, contractual or fiduciary obligation from disclosing such information;
* is developed independently by the Grantee without use of *Confidential Information*, as demonstrated by written records and evidence;
* was in the Grantee’s possession or known to the Grantee prior to receipt from the disclosing party; or
* is required by law to be disclosed, provided the Grantee notifies FHI 360 promptly and gives FHI 360 an opportunity to seek an appropriate protective order.

Confidential Information may be used by the Grantee or its employees only for purposes of performing the obligations under this Grant. The Grantee will not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of FHI 360.

All “*Confidential Information*” disclosed to or otherwise made known to the Grantee as a result of services under this Grant remains the sole property of FHI 360 and/or its funding sponsor.

These obligations of confidentiality and non-disclosure will remain in effect for a period of five (5) years after the termination of this Grant.

1. **ORGANIZATIONAL CONFLICTS OF INTEREST**
2. The Grantee represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the Grantee has disclosed all such relevant information.
3. The Grantee agrees that if an actual or potential organizational conflict of interest is discovered after award, the Grantee will make a full disclosure in writing to the FHI 360 Grant Officer. This disclosure will include a description of activities which the Grantee has taken or proposes to take, after consultation with the FHI 360 Grant Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
4. Remedies – The FHI 360 Grant Officer may terminate this Grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Grantee was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the FHI 360 Grant Officer, FHI 360 may terminate the Grant for default.
5. The Grantee further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph (d), in any lower-tier Grants arising out of this Grant.
6. **STANDARDS OF ETHICS AND BUSINESS CONDUCT**

The Grantee acknowledges and accepts FHI 360’s emphasis on the importance of accountability to those who benefit from FHI 360’s work, and the parties’ mutual accountability to those who benefit from FHI 360’s work, and the parties’ mutual accountability to each other, to project collaborators, and to our sponsors. The Grantee confirms its accountability to participants in FHI 360 programs, children, any vulnerable populations and to all others whom its programs are intended to serve.

**4.1 Combating Trafficking in Persons:** FHI 360 requires that the Grantee uphold the principles of FHI 360’s Combating Trafficking in Persons policy (located on the FHI 360 Compliance Office website at <https://www.fhi360.org/about-us/compliance-office>). Grantee and its personnel must refrain from and take steps to prevent any conduct that violates the policy. Grantee or grantee personnel who witness conduct prohibited by the policy or who identify that Grantee personnel have engaged in such conduct should promptly report the conduct orally or in writing within 24 hours (or as soon as possible under the circumstances) to the FHI 360 Office of Compliance and Internal Audit (OCIA) by **one** of the following means: (1) via email at Compliance@fhi360.org; (2) via OCIA’s Ethics and Compliance Hotline: 1-800-461-9330 in the U.S.; +1-720-514-4400 outside the U.S.; Skype: +1-800-461-9300; or Country-specific hotline numbers listed on FHI 360’s reporting website; or (3) via OCIA’s anonymous reporting website (<http://www.fhi360.org/anonreportregistry>). FHI 360 requires all Suppliers and Supplier personnel to cooperate fully with investigations of policy violations and provide truthful information to investigators. In addition, Grantee must comply with any funder requirements incorporated into this grantee. Failure to comply with this provision may result in termination of this grant.

**4.2** **Safeguarding of Children in FHI 360 Programs**: Grantee must uphold the principles of the FHI 360 Safeguarding of Children policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>) and will undertake to ensure that no individual with any history of crimes against children will be placed in a position involving direct interaction with children as part of the work under this Grant. The Grantee and any employees, consultants, and volunteers of the Grantee ("*Grantee Personnel*") are prohibited from engaging in child abuse, exploitation, or neglect in its programs and activities, including without limitation, physical abuse; emotional ill-treatment; neglect or insufficient supervision; sexual abuse; exploitation through prostitution or production of pornographic materials; trafficking; or commercial, transaction or labor exploitation resulting in actual or potential harm to the child’s health, well-being, survival, development or dignity. The Grantee Personnel must comply fully with host country and local child welfare and protection laws or with international standards, whichever gives greater protection, and must comply with US laws where applicable.

**4.3** **Protecting Program Participants from Sexual Exploitation and Abuse (SEA):** The Grantee must uphold the principles of *the United Nations Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises* and FHI 360'spolicy on Protecting Program Participants from Sexual Exploitation and Abuse, located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>). Grantee and Grantee Personnel are prohibited from committing any form of sexual exploitation or abuse of any adults or children who are served by FHI 360 programs or encounter Grantee Personnel engaged in activities under this Agreement ("*Program Participants*"). Sexual exploitation means any actual or attempted abuse of Program Participants that takes advantage of their position of vulnerability or trust for sexual purpose. Sexual abuse means any actual or threatened physical intrusion of a sexual nature by force or under unequal or coercive conditions. Grantee must take steps to develop a culture that does not tolerate SEA and prevent, detect, and/or stop any SEA by Grantee Personnel.

**4.4 Violence Within the Work Environment:** The Grantee must uphold the principles of FHI 360's Violence-Free Workplace policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>) and take steps to prohibit and prevent any form of violence or threats of violence in the work environment, by or against any Grantee Personnel while on the Grantee’s premises or work locations of the Grantee, at any events sponsored by the Grantee or while engaged in the performance of employment duties for Grantee whether on or off the Grantee’s premises. The Grantee’s policy must prohibit Grantee Personnel from perpetrating any form or violence or threats of violence against any staff or any Grantee partner, Grantee, or client; program participants; or anyone else with whom they interact in work-related situations.

**4.5 Harassment-Free Work Environment:** Grantee must uphold the principles of FHI 360's Harassment-Free Work Environment policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>) and take steps to prohibit and prevent Grantee Personnel are prohibited from engaging in any form of harassment in the workplace or work-related situations based on: race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, or perceived adherence to socially defined norms of masculinity and femininity, medical conditions, pregnancy, childbirth, and breastfeeding, nationality or citizenship, physical or mental disability, genetic information or characteristics (or those of a family member), protected U.S. military or U.S. veteran status, status as a victim of domestic violence, sexual assault or stalking, and/or any other class, status, or characteristic protected by local law. The Grantee must strictly prohibit Grantee Personnel from harassing any Grantee Personnel, employees of any Grantee partner, Grantee, or client; program participants; or anyone else with whom the Grantee Personnel interact in work-related situations.

**4.6 Dealing with Governments or Officials; Compliance with Foreign Corrupt Practices Act:** The Grantee acknowledges that FHI 360 corporate policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>) requires that FHI 360’s activities be conducted within the letter and spirit of the law. The Grantee, including any of its affiliates and their respective employees, agents officers, or other members of its management will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as “officials”) where such payment would constitute a violation of any law. In addition, regardless of legality, the Grantee will make no payment either directly or indirectly to officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Grant or any other aspect of FHI 360’s operations.

**4.7 Reporting of any Violations**: For any referenced policies in Section 4 of this document that have a reporting requirement for Suppliers (which includes subrecipients), the Grantee and Grantee Personnel who observe, suspect, receive allegations of misconduct or violations of any of the above referenced policies and requirements in section 4 of this document are required to report the conduct immediately, either orally or in writing by contacting The Office of Compliance and Internal Audit (OCIA) via email at Compliance@fhi360.org and OCIA’s Ethics and Compliance Hotline (1-800-461-9330 in the US, and +1-720-514-4400 outside the US), OCIA’s reporting website either with your name or anonymously at (<http://www.fhi360.org/anonreportregistry>). Please note that anonymous reports are generally more difficult to investigate due to limited information. When reporting, individuals are urged to provide as much detail as possible about the conduct, if possible, including identifying people who were involved or who witnessed the conduct, so long as this will not put the persons identified at risk of immediate harm. The Grantee must maintain policies that require Grantee Personnel to report any misconduct or violations to any other appropriate management within the Grantee’s organization, with any appropriate law enforcement agency or other regulatory agency as required by local laws.

**4.8 Consequences of Violations**: Violations by the Grantee or Grantee Personnel and/or the failure to follow the requirements of the policy may result in immediate termination of Grantee's award. FHI 360 may pursue any contractual or other legal or equitable remedies that may be available.

1. **PROTECTION OF HUMAN RESEARCH SUBJECTS**

The Grantee is responsible for safeguarding the rights and welfare of human subjects involved in research under this Grant. The Grantee shall provide FHI 360 with written assurance satisfactory to the sponsoring federal department or agency that it will comply with the Common Federal Policy for the Protection of Human Subjects found in 22 CFR 225 of the Code of Federal Regulations. This policy applies to all research involving human subjects conducted, supported or otherwise subject to regulation by any federal department or agency including research that takes place in foreign countries. In the case of research conducted outside of the United States and remains subject to 22 CFR 225, the Grantee shall submit to the FHI 360 Technical/Program Monitor written assurance that procedures followed by the Grantee to protect human research subjects are at least equivalent to those in 22 CFR 225. In lieu of a written assurance, FHI 360 shall accept the existence of a current assurance, appropriate for the research in question, on file with the Office for Human Research Protections, HHS, or any successor office, and approved for federal wide use by that office.

Any research supported under this Grant that will involve human subjects as defined in 22 CFR 225 shall not commence until the required assurance has been submitted to FHI 360 and Grantee has been notified in writing by the FHI 360 Technical/Program Monitor that all other requisite approvals of the Grantee’s procedures pursuant to the protection of human research subjects have been obtained, as appropriate.

1. **RESEARCH INTEGRITY AND MISCONDUCT**

FHI 360 requires that research is conducted with the highest standards of integrity and ethical behavior regardless of the funding source or type of research. FHI 360 employees and related personnel have a personal responsibility for implementing FHI 360’s Research Integrity and Misconduct policy. The policy requires anyone having reason to believe that a person has engaged in research misconduct to report his/her concern of possible research misconduct to the FHI 360 Research Integrity Officer (RIO). When research is supported by the Public Health Service (PHS), National Science Foundation (NSF) and other Federal Agencies FHI 360 complies with special reporting requirements found in PHS Policies on Research Misconduct – 42 CFR Part 93 and NSF regulations at 45 CFR 689. FHI 360 subawardees and subcontractors are responsible for handling research misconduct in compliance with applicable federal regulations, local laws and agreement terms and conditions. In addition, FHI 360 subawardees and subcontractors are expected to inquire into, and if necessary, investigate and resolve promptly and fairly all instances of alleged research misconduct related to the subaward or subcontract, such review to comply with applicable federal regulations, local laws, and agreement terms and conditions. For determinations of research misconduct while engaged in FHI 360 research activities, subawardees and subcontractors are required to provide a report to the RIO that details the facts and analysis that supports the conclusion, identifies the type of research misconduct, describes any mitigating steps and/or administrative and disciplinary actions taken, list all individuals and/or organizations notified, includes any supporting documentation of the misconduct, and provides any other relevant information pertinent to the investigation. At the discretion of the RIO, the RIO may take custody of all research records and evidence to meet any applicable legal and/or regulatory requirements.

1. **PATIENT CARE**

The Grantee assumes full responsibility and liability for the care and treatment of its patients. To the extent that the training and other support provided to the Grantee by FHI 360-employed personnel under this Grant encompasses treatment of Grantee’s patients, the Grantee acknowledges and agrees as follows:

(a) that the Grantee is ultimately responsible for such treatment;

(b) that such treatment will be deemed to be done by and on behalf of the Grantee;

(c) that the Grantee waives any claim against FHI 360 and/or FHI 360-employed personnel arising out of patient treatment;

(d) that the Grantee will assume full responsibility for any claims made by patients arising out of patient treatment, whether patient treatment was provided by Grantee-employed personnel or by FHI 360-employed personnel; and,

(e) that the Grantee will hold FHI 360 harmless from any liability arising out of any assistance provided under the terms of this Grant.

1. **INSPECTION AND ACCEPTANCE**

Acceptance of the effort specified in the Program Description will be made by FHI 360’s Technical/Program Monitor or his/her authorized representative. FHI 360 has the right to inspect and evaluate the activities performed under this Grant at all reasonable times and in a manner that will not unduly delay the activities.

All required deliverables will be submitted to the FHI 360 Technical/Program Monitor. Notwithstanding any other payment provision of this Grant, failure of the Grantee to submit required reports when due, or failure to perform or deliver required activities will result in the withholding of payment under the Grant unless such failure arises out of causes beyond the control and without the fault or negligence of the Grantee.

1. **CHANGES AND MODIFICATIONS**

Any proposed change to this Grant must be authorized by a written modification to this Grant before performance of the change may begin. Any effort undertaken by the Grantee pursuant to oral instructions or technical directions issued other than in accordance with the provisions of this Grant will be at the Grantee's risk of performing activities outside the Program Description of this Grant and may not be eligible for payment of the costs incurred.

1. **SUBGrants**

The Grantee will not execute Subgrants under this Grant without the prior written approval of the FHI 360 Grant Officer. The Grantee will submit to the FHI 360 Grant Officer information concerning the need for Subgrants including an assessment of the reasonableness of the costs to be paid to any Subgrantee. A copy of any proposed Subgrant must accompany the request for approval.

1. **WORKING FILES AND DATASETS**

The Grantee certifies that any working files maintained by the Grantee including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Grant will be maintained in an accurate and complete manner. Upon request, the Grantee will provide information contained in its working files to the FHI 360 Technical/Program Monitor.

1. **RECORDKEEPING AND ACCESS**

The Grantee will maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Grant. These records will be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of FHI 360 or its funding sponsor. The Grantee will retain all such records concerning this Grant for a period of three (3) years after the submission of the final financial report, unless a longer period is specified in the specific terms and conditions of the Grant and for U.S. Government funded grants, for a longer period if there is an applicable exception under 45 CFR 75.361. If any litigation, claim or audit is started before the expiration date of this three-year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

1. **PUBLICATION**

Unless otherwise specified in this Grant, the Grantee is encouraged to publish the results of its work under this Grant.

In the event the Grantee proposes any ***academic*** publication arising out of the Grantee’s work under this Grant, the Grantee agrees to comply with HPTN Publication Policy that can be found at the following site:

<https://www.hptn.org/sites/default/files/2019-01/Section%2021%20FINAL%20DEC2018%281%29.pdf>.

***Disclaimer.***

For both ***academic*** and ***non-academic*** publications resulting from work performed under this Grant, the Grantee will include a disclaimer which is in substantially conformity with the following example:

“This publication was prepared under a Grant funded by Family Health International under Cooperative Agreement/Grant No. UM1 AI068619 funded by the National Institutes of Health. The content of this publication does not necessarily reflect the views, analysis or policies of FHI 360 or the National Institutes of Health, nor does any mention of trade names, commercial products, or organizations imply endorsement by FHI 360 or the National Institutes of Health.”

The Grantee will notify the FHI 360 Technical/Program Monitor when any article, chapter or other publication is published, and will provide a copy of the published work to FHI 360.

1. **TERMINATION**
2. ***Termination.*** Funding for this Grant is contingent upon factors including the availability of funds to FHI 360, satisfactory progress by the Grantee, and overall direction of the program of which this Grant is a part. Either party may terminate this Grant at any time by providing five (5) calendar days written notice prior to the effective date of the suspension or termination to the Grantee. The Grantee will be responsible for satisfying all of its obligations relative to this Grant through the effective date of termination. FHI 360 will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) FHI 360 expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if the Grant were not suspended or expired normally at the end of the funding period in which the termination takes effect.
3. ***Terms upon Termination.*** Upon termination, the Grantee will:
4. cease all work except to the extent that is minimally necessary to shut down operations;
5. return or provide to FHI 360 all materials and work product related to this Grant; and,
6. provide FHI 360 with such services related to the transfer of tasks under the Program Description to another Grantee as may be specified by FHI 360 upon termination.

The Grantee will be reimbursed for services provided up to the effective date of termination and any such transfer costs as are specified and approved in advance by FHI 360, provided such services are in accordance with the provisions of this Grant.

1. **DISPUTES**

All disputes and differences that may arise out of or in connection with the terms of this Grant will be settled by negotiations between the FHI 360 Grant Officer and the Grantee’s duly authorized representative. For non-U.S. domiciled Grantees, disputes which remain unresolved after sixty (60) days will be settled by arbi­tration in London, England, U.K. in accordance with the international arbitration rules of the Interna­tional Chamber of Commerce. For U.S. based Grantees, disputes which remain unresolved after sixty (60) days will be settled by arbitration in Raleigh, North Carolina, in accordance with the arbitration rules of the American Arbitration Association. An arbitration panel of three (3) arbitrators will be selected, with each party designating a single arbitrator. The arbitrators designated by the parties will select the third arbitrator. The decision of the arbitration panel will be final. This Grant is governed by and construed under the laws of the State of North Carolina, U.S.A. The provisions of the United Nations Convention for the International Sale of Goods are specifically excluded.

1. **INDEMNIFICATION**

The Grantee will indemnify, defend, and hold FHI 360 harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney’s fees, as a result of any damage or injury to the Grantee, its employees, officers, or agents, or injury to the property of the Grantee, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by the Grantee, its employees, officers, or agents, in the course of performance of any of the work specified in this Grant.

1. **DEBARMENT AND SUSPENSION**

The Grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

1. **TERRORIST FINANCING**

The Grantee will not engage in transactions with, or provide resources or support to individuals and organizations associated with terrorism, including those organization and individuals identified in lists promulgated by the US Government, the United Nations and the European Union. It is the legal responsibility of the Grantee to ensure compliance with these laws. This provision must be included in all lower tier Grants issued under this Grant.

1. **PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS**

FHI 360 reserves the right to terminate this Grant, to demand a refund or take measures if Grantee is found to have been convicted of a narcotic offence or engaged in drug trafficking activities.

1. **PROSTITUTION AND SEX TRAFFICKING**

None of the funds made available under this Grant may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

If this Grant is for the implementation of HIV/AIDS programs, and if the Grantee is a non-US organization, the Grantee agrees that it is opposed to the practices of prostitution and sex trafficking and hereby certifies that it does not and will not promote the legalization or decriminalization or practice of prostitution or sex trafficking.

1. **PROHIBITION ON ABORTION-RELATED ACTIVITIES**

No funds made available under this Grant will be used to finance, support or be attributed to the following activities:

1. Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
2. Special fees or incentives to women to coerce or motivate them to have abortions;
3. Payments to persons to perform abortions or to solicit persons to undergo abortions;
4. Information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
5. Lobbying for abortion.

No funds made available under this Grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extend or consequences of abortions is not precluded.

1. **DELAYS**

Whenever the Grantee knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Grant, the Grantee will, within five (5) days, notify the FHI 360 Grant Officer, in writing, providing all relevant information with respect to the delay.

1. **NOTICES**

All notices concerning business or administrative matters under this Grant will be in writing and will be directed to the FHI 360 Grant Officer named in the cover page.

All technical and program related notices and reports will be directed to the FHI 360 Technical/Program Monitor named in the cover page.

1. **ENTIRE AGREEMENT**

The parties acknowledge that they have read this Grant, understand it, and agree to be bound by its terms. The parties further agree that this Grant, together with all of the referenced and incorporated attachments, is the entire agreement between the parties and that it supersedes all prior agreements, written or oral, relating to the subject matter of this Grant.

If this Grant and any of its attachments are translated to a foreign language, the English version shall control.

1. **LIABILITY**

With regard to all aspects of this Grant, FHI 360 assumes no liability for any third-party claims or damages arising out of this Grant.

1. **VALIDITY AND WAIVER**

The invalidity in whole or in part of any provision of this Grant will not affect the validity of other provisions. A waiver of a breach of any provision of this Grant will not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Grant. The failure of FHI 360 to enforce at any time or from time to time any provision of this Grant will not be construed as a waiver of the provision.

1. **Personal Data Protection**

Grantee is responsible for ensuring its compliance with any applicable data protection laws related to its services, including but not limited to, General Data Protection Regulation (GDPR), UK-GDPR, Protection of Personal Information (POPI) Act, Nigeria Data Protection Regulation (NDPR), Brazilian General Data Protection Law (LGPD) and the Kenya Data Protection Act. To the extent Grantee processes any personal data, as defined by applicable data protection laws, on behalf of FHI 360 and in relation to which FHI 360 is the Controller, as defined by applicable data protection laws, Grantee shall: (a) act only on instructions from FHI 360 when processing personal data and keep records of all processing activities; (b) take all appropriate technical and organizational measures to protect against unauthorized or unlawful processing of, or accidental loss, destruction, or damage to, personal data; (c) process personal data in accordance with applicable data protection laws; (d) not do or permit anything to be done which might cause FHI 360 or any of its affiliates to be in violation of applicable data protection laws; (e) immediately inform FHI 360 if it believes performance of the services or compliance with any FHI 360 instruction violates or might reasonably be considered to violate any applicable data protection laws; (f) immediately notify FHI 360 of receipt of any complaint, data subject access request, notice, or communication which relates directly or indirectly to the processing of personal data under this Agreement, and provide full co-operation and assistance to FHI 360 in responding to such complaint, request, notice, or communication; (g) notify FHI 360 promptly and without undue delay upon becoming aware of any unauthorized loss, corruption, damage, destruction, alteration, disclosure, or access to, or unauthorized or unlawful processing of, any personal data ("Personal Data Breach"), or any circumstances that are likely to give rise to a Personal Data Breach, timely providing FHI 360 with sufficient information for it to meet its obligation, if any, to report a Personal Data Breach under applicable data protection laws; (h) cooperate with FHI 360 and take commercially reasonable steps as may be directed by FHI 360 to assist in the investigation, mitigation, and remediation of any Personal Data Breach; (i) cooperate as requested by FHI 360 to enable it to comply with any exercise by a data subject of rights under applicable data protection laws with respect to personal data processed by Grantee under this Agreement, or to comply with any assessment, inquiry, notice, or investigation under applicable data protection laws; (j) only permit a third party sub-processor to process personal data subject to FHI 360's prior written consent and provided that the sub-processor's contract includes terms that are substantially the same as those set out in this section; and (k) not transfer, permit a third-party processor to transfer, or allow access to personal data outside a country with restrictions on transferring data to another country without FHI 360's prior written consent, subject to any conditions FHI 360 may impose, at its sole discretion.  Grantee agrees that FHI 360 may from time to time have reasonable access to Grantee's premises, systems, and records in order to audit Grantee's security measures and procedures in connection with the processing of personal data and to ensure Grantee's compliance with this section. Grantee shall indemnify, defend, and hold FHI 360 and its affiliates harmless from and against all costs, claims, damages, or expenses incurred by them due to any failure by Grantee to comply with any of its obligations under this section.

**HPTN NIH Flow-down Terms and Conditions**

**Part I - Certifications/assurances**

1. **Certification Regarding Lobbying (45 CFR 75.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an 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 in accordance with 45 CFR 75.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the FHI 360.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1. **Debarment, Suspension, and Other Responsibility Matters (45 CFR 75.213 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 45 CFR 75.213 and 2 CFR 180.

1. **Audit and Access to Records**

Per 45 CFR 75.501- 75.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by 45 CFR 75.364, 75.365, and 75.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

1. **Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

1. **Human Subjects (45 CFR 46)**

Subrecipient certifies that it will comply with all requirements relating to human subject protections. The Subrecipient shall file and has filed will maintain all assurances or other documentation with the appropriate government agencies to the extend such assurances and documentation are required including but not limited to any requirements set forth at 45 C.F.R. Part 46 and 21 C.F.R. Part 50 (Protection of Human Subjects). Any Subrecipient enrolling/following human subjects will ensure appropriate study review and approval by Institutional Review Boards/Ethics Committees (IRBs/ECs) and other regulatory entities, including annual IRB/EC continuing reviews and submission of all required documentation in accordance to this subaward, program description and/or any applicable protocol.

The Subrecipient shall require that the language of the certifications above in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly including disclosing any changes in the status of the above provisions for the Subrecipient and any lower tiers of the Subrecipient.

**Part II – Donor Terms and Conditions**

**By signing this Subaward, Subrecipient agrees to the following:**

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency’s website: <https://grants.nih.gov/grants/policy/awardconditions.htm>

2. 2 CFR 200 and 45 CFR Part 75

1. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at: <https://grants.nih.gov/policy/nihgps/index.htm>
	1. NOTICE: Section **4.1.37 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** of the NIH Grants Policy Statement, updated April 2021 (<https://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>) applies to this Grant.
2. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: <https://www.nsf.gov/awards/managing/rtc.jsp> except for the following:
	1. No-cost extensions require the written approval of the FHI 360. Any requests for a no-cost extension shall be directed to the FHI 360 Contracting Officer not less than 30 days prior to the desired effective date of the requested change.
	2. Any prior approvals are to be sought from FHI 360 and not the Federal Awarding Agency.
	3. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel.
3. Treatment of program income:

☐Additive ☐ Other, Prime Recipient specify alternative from NIH Agreement ☒ Not Applicable

**Special Terms and Conditions:**

1. **Public Access**

In accordance with P.L. 110-61, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

1. **Use of Name**

Neither party shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward 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.

1. **Certificates of Confidentiality**

The Parties agree that this research funded in whole or in part by the National Institutes of Health (“NIH”), is subject to NIH Policy NOT-OD-17-109 (the “Policy”) and therefore is deemed under the Policy to be issued a Certificate of Confidentiality (“Certificate”) should the conditions outlined within apply. Accordingly, the Subrecipient is required to adhere to the Policy and protect the privacy of individuals who are subjects of such research in accordance with the Policy and subsection 301(d) of the Public Health Service Act (the “PHS Act”).

1. **Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the special terms and conditions and can be provided upon request. You can contact the FHI 360 Program/Technical Monitor for additional questions.

1. **Data Rights**

Subrecipient grants to FHI 360 the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet FHI 360's obligations to the Federal Government under its FHI 360 Federal Award.

1. **Copyrights**

Subrecipient grants to FHI 360 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 solely for the purpose of and only to the extent required to meet FHI 360's obligations to the Federal Government under its FHI 360 Federal Award.

Subrecipient grants to FHI 360 the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet FHI 360’s obligations to the Federal Government under its Federal Award.

1. **Patents Rights and Inventions**

Pursuant to 37 CFR 401, title to any invention or discovery made or conceived under this Subaward shall vest in the Subrecipient to the extent the Prime award does not specify specific requirements. Should it be necessary, the Federal Government shall authorize the Prime Recipient’s right to practice a Subrecipients subject invention (as well as subject data or copyrights) on behalf of the Federal Government. Subrecipient hereby grants to FHI 360 a royalty-free, non-exclusive license for research purposes to any Subrecipient invention or discovery under this Subaward.

1. **Invention Reporting**

In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and FHI 360’s Principal Investigator within 60 days after Subrecipient’s inventor discloses invention(s) in writing to Subrecipient’s personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to FHI 360’s Principal Investigator within 60 days of the end of the Project Period to be included as part of FHI 360s final invention report to the Federal Awarding Agency.

A negative report is required [ ]  [ ]  Yes [x]  [x]  No [ ]  [ ]  Upon Request

1. **Insurance**

The Subrecipient assures that it carries sufficient insurance coverage to comply with the requirements of federal, state, and local laws as well as its obligations under this Subaward.