

PARTNER PROJECT AGREEMENT STCU P364 / DTRA UP-1

between

**U.S. Department of Defence/Defence Threat Reduction
Agency/Biological Threat Reduction Project,**

the Science and Technology Center in Ukraine

and

**Lviv Research Institute of Epidemiology and Hygiene
Ministry of Health of Ukraine**

**Ukrainian Research Anti-Plague Institute Ministry of Health
of Ukraine**

**Central Sanitary Epidemiological Station Ministry of Health
of Ukraine**

Kyiv

Operative Commencement Date: _____

1 November, 2008

The Science and Technology Center in Ukraine (STCU) (hereinafter referred to as **"the Center"**),
the U.S. Department of Defence/Defence Threat Reduction Agency/Biological Threat Reduction Project (hereinafter referred to as **"the Partner"**), and
the leading Institution Lviv Research Institute of Epidemiology and Hygiene Ministry of Health of Ukraine,
the Ukrainian Research Anti-Plague Institute Ministry of Health of Ukraine,
Central Sanitary Epidemiological Station Ministry of Health of Ukraine,

(hereinafter referred together as **"the Recipient(s)"**)

represented for the purpose of the signature of this Partner Project Agreement (hereinafter referred to as **"the Agreement"**) by their authorized representatives, (with the Center, the Partner, and the Recipient(s) hereinafter referred to collectively as **"the Signatory Parties"**),

TAKING INTO ACCOUNT THE FOLLOWING CONSIDERATIONS:

The United States of America, Canada, Sweden and Ukraine signed the agreement establishing the Science and Technology Center in Ukraine on October 25, 1993 (referred to as **"the STCU Agreement"**),

The European Union has acceded to the STCU Agreement on November 26, 1998, and in so doing, replaced Sweden as a Party to the Agreement,

Additional States may accede to the STCU Agreement to participate in the activities of the Center. Georgia acceded to the STCU Agreement on March 18, 1998; Uzbekistan acceded to the STCU Agreement on December 29, 1997, Azerbaijan acceded to the STCU Agreement on June 27, 2003, Moldova acceded to the STCU Agreement on December 7, 2004),

The Center is a legal entity and has been accredited by the Ministry of Foreign Affairs of Ukraine as an intergovernmental organization with its headquarters in Kiev,

The Partner, established under the law of United States of America is a legal entity that has been approved by the Center's Governing Board to participate in Center activities,

The Recipient(s) is a legal entity within Ukraine,

The Governing Board of the Center approves a project to be funded by the Partner through the Center in the domain covered by the Agreement,

The Partner has agreed to provide financial support for such project,

As set forth in the STCU Agreement, funds received by a legal entity in connection with the Center's projects shall be excluded in determining the profits of that organization for the purpose of tax liability, and funds received by persons in connection with the Center's projects shall not be included in these persons' taxable incomes,

HAVE AGREED AS FOLLOWS:

Article 1 - Scope of the Agreement

The Recipient(s) shall carry out the work plan set forth in Annex 1 according to the conditions of the Agreement, subject to the provisions of the STCU Agreement, and the Statute of the Center (hereinafter referred to as **"the STCU Statute"**) which govern in case of conflict. The activities carried out under the Agreement are entitled Evaluation of arthropod-borne infections in Ukraine (hereinafter referred to as **"the Project"**). The scopes of work and relevant budget lines for each recipient entity are identified in the Annex 1. All Project Activities subject to this Agreement are to be executed by the Recipient(s), using only funding provided by the Center and/or sources approved by the Center. The Recipient Entity(ies) shall notify the Center immediately if it and /or other participating institutions determine at any time to utilize any other funding sources to execute such Project activities.

Article 2 - Duration of the Project

The duration of the Agreement shall be from the date of entry into force of the Agreement (hereinafter referred to as "the Operative Commencement Date") until completion of the Agreement. Subject to the applicable requirements in Article 6 "Audit and Monitoring of the Agreement", Article 7, "Ownership and Exploitation of Results from the Agreement," and Annex III herein, the Agreement shall be deemed to have been completed upon approval by Partner of all deliverables required by the

Agreement and final payment to Recipient or termination of the Agreement pursuant to Article 11 herein, whichever is earlier. The duration of the Agreement is estimated to be 9 months.

Article 3 - Financial Contribution of the Partner through the Center

3.1 The total cost of the Project to the Center shall not exceed 125000\$. This total includes the cost of items described in Articles 3.2, 3.3, and 3.4 below.

3.2 The Center shall pay for items ordered by the Recipient, represented by the project manager: equipment, materials, subcontracts, other direct costs, and travel. The amount of such payments is estimated to be 57205\$.

3.3 The Center shall make grant payments directly to individual participants in the Project. The amount of such payments is estimated to be 57067\$. This total amount may be increased with the concurrence of the Partner and Center provided that such increase results from additional time worked on the project, rather than an increase in the rate of pay, and an offsetting reduction is made to the cost of items in article 3.2.

3.4 The Center will pay overhead to the Recipient(s), represented by its Director(s), in the amount of 9.39% of the direct project costs.

3.5 The Center will receive a fee for its service in the amount of 0% of the total project costs. This amount should be calculated in addition to the total cost of the project.

3.6 The Partner will deposit to Center's account the entire amount of its commitment, equal to 125000\$ that is the total cost of the project plus STCU's fee, in accordance with Articles 3.1, 3.5, and Article 7 of Annex 2.

3.7 Within Ukraine, all cash payments will be made in the national currency of Ukraine. Conversion of US dollars to the national currency of Ukraine will be according to the exchange rate of the Interbank Rate of Ukraine. Within Georgia, Uzbekistan, Azerbaijan, and Moldova all cash payments will be made in U.S. Dollars or Euros where possible.

3.8 Title to the property purchased for performance of this Agreement in accordance with Article 3.2 shall be determined in Annex 1 by applying one of the following clauses:

3.8.1 title will vest in the participation institution at the time of delivery or

3.8.2 title will remain with the Center until termination or completion of the project, at which time title will be vested in accordance with Article 8 - Special Conditions or following to additional agreement between the STCU, Partner and Recipient(s) replacing Special Conditions.

3.9 Title to any goods (deliverables) purchased by Partner under this Agreement shall pass directly from Recipient to Partner at the time of delivery, subject to Partner's right of rejection upon inspection.

Article 4 - Cost Statements, Reports, and other Project Outputs

Quarterly cost statements shall be submitted by the Recipient to the Center. The quarterly cost statements will include a representation that all projects activities conducted by the Recipient during the preceding quarter were funded only with funding provided by the Center and that no other source of funding was utilized in carrying out such activities.

Quarterly progress reports shall be submitted by the Recipient to the Center, to the Partner and/or to the Technical Monitor as designated by the Partner and identified in Annex I - Work Plan (in English and Ukrainian (optional) or Russian (optional, if the project is located only in other CIS states)), in hard copy and in electronic format in accordance with Annex 3 - Reports. The format of the cost statements and quarterly progress reports will be provided by the Center.

Technical reports and other deliverables that are requested by the Partner shall be submitted by the Recipient to the Partner and/or Technical Monitor in accordance with Annex I and Annex III.

Article 5 - Confidentiality

5.1 All reports or portions of reports properly marked as invention information or Business Confidential Information by the Recipient in consultation with the Partner shall be protected from public dissemination unless otherwise agreed by the Recipient(s) and the Partner.

5.2 Subject to any obligations under this Agreement and in accordance with applicable laws and regulations, the Signatory Parties agree to keep confidential any invention information or Business Confidential Information communicated to them by other Signatory Parties or third parties in relation to

the execution of this Agreement, unless such information so disclosed is or becomes legitimately available to the receiving Signatory Party through other sources without any covenant as regards its confidentiality.

Article 6 - Auditing and Monitoring

6.1 Access by the Center and the Partner, through the Center, to the project site to carry out on-site monitoring, for the evaluation and the verification of the progress of the Project activities, and to do audits of costs shall be granted by the Recipient(s) including access to (a) portions of facilities where the Project is being carried out and to all equipment, documentation, information, data systems, materials, supplies, personnel, and services which concern the Project, and (b) technical and cost information concerning the management and progress of the Project.

6.2 The Center will give the Recipient(s) up to 10 days advance notice of any intended on-site monitoring of the project.

6.3 The Recipient(s) has the right to protect those portions of facilities that are not related to the Project.

6.4 All documentation and records, including those associated with equipment, data systems, materials, supplies, and services utilized on the project must be maintained and made available for review by the Center, the Partner, or their representatives, for up to two years following the project's completion or termination.

Article 7 - Ownership and Exploitation of Results

7.1 The allocation of intellectual property arising from this Agreement and the responsibilities for protecting and exploiting such intellectual property should be established between the Recipient(s) and the Partner or Technical Monitor, on behalf of the Partner, in the form of Annex 4.

7.2 Exploitation of results shall be limited to applications for peaceful purposes. In this regard, the Recipient(s) and the Partner shall ensure that any results which could result in concerns over proliferation of weapons technology and transfer of sensitive technologies will be protected in accordance with relevant laws of Ukraine, and international agreements and conventions to which Ukraine, is a party.

Article 8 - Special Conditions

8.1 The special conditions specified in this Article shall prevail over other conditions specified in the Agreement.

8.2 Partner, upon agreement with Center and Recipient(s), may at any time, by written notice, make changes within the scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, Partner shall make an equitable adjustment in the Project Price, the delivery schedule, or both, and shall modify the Agreement.

Article 9 - Liability

9.1 The Signatory Parties accept the project team for the execution of the project and accept the project manager as the leader of the project team. The project manager shall be responsible for scientific, technical, personnel and financial activities related to the project, and shall have exclusive rights to handle all goods and services related to the project during its term. The director(s) of the institution(s) is liable for provision of general administrative and legal support to the project manager in connection with the execution of the Agreement.

9.2 The Center shall not be liable for nonperformance by the Partner or the Recipient(s) of their obligations under the Agreement.

9.3 The Center and Partner shall not be liable for any material loss, damage, or injury of any nature arising from, or in connection with, the performance of the work under the Agreement.

Article 10 - Disputes

Disputes arising during performance of the Agreement including, in particular, (1) a claim by the Recipient(s) for any payments deemed due; (2) an interpretation of a provision of the Agreement; or (3) a request for relief or approval related to the Agreement, shall be subject to the following procedure.

The Recipient(s) shall submit any claim, demand, or request in writing to the Partner and to the Center. The Partner and the Center will prepare a joint response. The written decision of the Partner and the Center shall be delivered to the Recipient(s) within four weeks of the receipt of the submission.

Exceptionally, the Recipient(s) may appeal the Partner's and Center's decision in writing through the Executive Director of the Center to the Governing Board of the Center within four weeks of the communication of the Partner's and Center's decision.

The decision of the Governing Board shall be final and binding (unless otherwise provided). Pending the final settlement of disputes, the Recipient(s) shall, nevertheless, proceed diligently with the performance of the Agreement.

Article 11 - Suspension and Termination of the Agreement

11.1 Each Signatory Party shall reserve the right to suspend the Project or its part by issuing to the other Signatory Parties a notification of suspension which specifies the problem, the effective date, and the period of the suspension.

11.2 When the Project is suspended by the Center, and the period of the suspension expires and the Center and the Recipient are unable to find a solution, the Center shall, in consultation with the Partner, terminate the Project or a part of the Project.

11.3 When the Project is suspended by the Recipient, and the period of the suspension which is specified in the Recipient's notification expires and the Recipient and the Center are unable to find a solution, the Recipient shall terminate the Project.

11.4 Notwithstanding the termination, the Recipient shall submit reports and cost statements covering the period up to the termination and the following provisions of the Agreement shall continue to apply: Article 7, Article 10, and Annex 2.

11.5 When Force Majeure situations occur which make the Project implementation impossible, the Center in consultation with the Partner and the Recipient(s) may terminate the Project with application of similar procedures as specified above.

11.6 When the Recipient(s) has committed actions which obviously violate the national laws of the Ukraine, or which obviously are contrary to the objectives specified under the STCU Agreement, the Center shall terminate the Project with immediate effectiveness upon written notification of termination to the Recipient. In this case, the Recipient(s) shall promptly return to the Center all payments and goods previously provided to the Recipient(s).

Article 12 - Amendments, Variations, or Additions

The provisions of the Agreement and its annexes may be amended or supplemented by means of a written agreement signed by authorized representatives of the Signatory Parties. However, operational changes in Annex 1, other than changes in the project manager, the institution, and the overall schedule, can be made by agreement between the Center and the Recipient(s) upon approval by Partner requested in accordance with applicable clauses of Annex 1.

Article 13 - Annexes

The Annexes are an integral part of the Agreement. They are:

Annex 1 - Work Plan

Annex 2 - Financial Provisions

Annex 3 – Reports

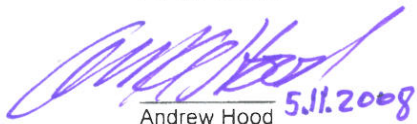
Annex 4 – Intellectual Property

Article 14 - Entry into Force of the Agreement

The Agreement shall enter into force on the first of the month following the date this Agreement is signed by the last signature of Signatory Parties or the date Partner deposited its commitment in accordance with Article 3.6 to Center's account, whichever is later, i.e. on "the Operative Commencement Date".

Prepared in Kyiv in the English and Ukrainian languages (Russian optional, if the project is located only in other CIS State). In the event of inconsistencies between the English and other texts, the English text shall take precedence.

For the Center



5.11.2008

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For the Partner



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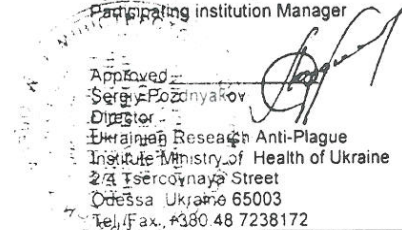


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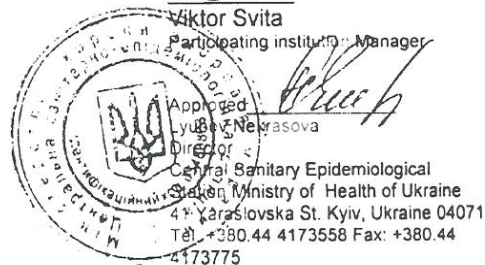


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