

ATTACHMENT C: STANDARD TERMS AND CONDITIONS

- 1. NAME.** "CRDF Global" is the legally registered tradename of the U.S. Civilian Research & Development Foundation.
- 2. NO RELATIONSHIP.** Contractor is to be an independent Contractor, and no employment relationship between the CRDF Global and the Contractor is created or intended by virtue of this Agreement.
- 3. TERM.** This Agreement shall become effective on the date the agreement is fully executed (the "Effective Date") for the Period of Performance dates noted on the Contract Agreement Cover Sheet (i.e. Start and Completion dates). Any costs incurred prior to the period performance start date by the Contractor are at the Contractor's risk. CRDF Global has sole discretion to determine whether to compensate the Contractor for pre-contract costs. In order for such pre-contract costs to be eligible, Contractor must demonstrate to CRDF Global's satisfaction that such costs were incurred in good faith towards the completion of the SOW and are inclusive of the Contract Budget, in addition to otherwise complying with all other terms and conditions of this Agreement.

In the event the CRDF Global Agreement Officer issued the Contractor a written "Notice to Proceed" prior to Agreement execution, the Contractor will be reimbursed for pre-contract costs as authorized, provided all costs were in compliance with the terms and conditions of this Agreement.

- 4. ORDER OF PRECEDENCE.** Any inconsistencies in this Contract shall be resolved by giving precedence in the following order: (1) Cover Sheet; (2) Attachment A: Statement of Work; (3) Attachment B: Financial Information; (4) Attachment E: Special Terms and Conditions; (5) Attachment C: Standard Terms and Conditions; and (6) Attachment D: Payment Terms and Conditions.
- 5. STATEMENT OF WORK ("SOW").** The Contractor shall submit reports and/or deliverables specified in the SOW (Attachment A) to the Technical Officer. If not defined in the SOW, all final deliverables and reports are due no later than fifteen (15) days following termination or expiration of this Agreement. Any failure to provide all deliverables and services as set forth in the SOW at the end of this Agreement shall be construed as a breach of this Agreement or otherwise serve to lessen the amount owed hereunder provided that the Contractor has performed with reasonable diligence throughout the term of this Agreement. The Contractor is not authorized to perform any tasks outside of the SOW unless approved in writing by the Agreement Officer.

- 6. MONITORING, EVALUATION, AUDIT, AND ACCESS.** Financial and other records pertinent to this Agreement shall be retained for a period of not less than three (3) years from the expiration date of this Agreement. Timely, unrestricted access to Agreement records will be provided to CRDF Global, its representatives and Funders in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's facilities where Agreement-related activities are being performed and access to project personnel. CRDF Global reserves the right to issue management decisions in response to any resulting finding(s), to require Contractor to adjust its records in accordance with such decisions, and to take such other measures as it may deem necessary, in its sole discretion, as a result of such audits and audit findings. The rights of access in this paragraph are not limited to the required retention period but must last as long as records are retained.

Contractor agrees to comply with all applicable audit requirements. Non-Federal entities that expend \$750,000.00 or more in a year during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, Audit requirements. Consistent with 2 CFR § 200.101 and 2 CFR § 200.501, this provision shall not apply to procurement contracts and subcontracts made under the Federal Acquisition Regulations or any For-Profit entity.

- 7. LIABILITY.** Each party hereby indemnifies and agrees to defend and hold harmless the other, its officers, directors, employees and agents, and their successors and assigns from and against any and all claims, demands, and actions and any liabilities, damages, expenses (including reasonable attorneys' fees and litigation costs) resulting from, arising out of, or related to each party's respective performance of this Agreement or the representations or warranties made by the applicable party herein, except if, and to the extent, due to the negligent, willful, or intentional misconduct of either Party, its officers, employees or agents. In addition, except as prohibited by applicable law, the Parties assume their own respective liability that may be incurred, including attorneys' fees, in defending any action as a result of performance under this Agreement to the extent such liability is a result of the Party's negligent, willful, or intentional misconduct. In no event shall either party be liable to the other, whether in contract, tort, or otherwise, for special, punitive, incidental, indirect or consequential damages, including, without limitation, lost profits or revenues. The Parties' obligations under this section shall survive the termination, for any reason, of this Agreement.
- 8. APPLICABLE LAW.** This Agreement shall be governed and construed in accordance with the law of the Commonwealth of Virginia without regard to its conflicts of law rules.
- 9. CONFLICTS OF INTEREST.** It is CRDF Global's policy that all contractors have a robust conflicts of interest policy that conforms with applicable U.S. Government requirements. Should Contractor have such a policy, it represents and warrants to CRDF Global that it shall adhere to it in performance of this Agreement. Contractor will provide a copy of such policy upon written request of the Agreement Officer. Should Contractor not have such a policy, Contractor agrees to the following:

CRDF Global policy prohibits contractors from participating in specific decisions and dealings when a contractor knows that any of his/her relationships, including those of a member of his/her immediate family, may pose a conflict of interest with respect to a specific CRDF Global transaction; and requires disclosure of any relationships known to a contractor which are covered by this policy and which may affect improperly a CRDF Global transaction. By signing this Agreement, Contractor agrees to abide by the terms of this policy and to disclose any current and future relationships falling within the scope of this policy. Violation of this policy may constitute a material breach of this Agreement and be grounds for termination for default. Therefore, in accordance with this policy, Contractor will:

- a. Disclose promptly to the responsible Technical and Agreement Officers any relationship of which Contractor has knowledge that pertains to any transaction that may be covered by this policy.
 - b. Refrain from participating in decisions to authorize a transaction when involved in a relationship covered by this policy affecting the transaction except:
 - i. To provide information when requested, or
 - ii. To provide information known to Contractor indicating that a proposed or existing transaction could be contrary to this policy.
 - c. Refrain from dealing on behalf of CRDF Global with organizations or persons on transactions covered by this policy, except after full disclosure and with the express written authorization of CRDF Global.
- 10. CONFIDENTIAL INFORMATION.** "Confidential Information" means information not publicly available, the disclosure of which to unauthorized persons would create a substantial risk of harm. Confidential Information may be further identified as "Business Confidential Information" if a person having the information may derive an economic benefit from it or obtain a competitive advantage over those who do not have it. Either Party may designate any information it discloses to the other Party as Confidential Information or Business Confidential Information. During the Term of this Agreement and for a period of three (3) years after its termination, information identified in a timely manner as Confidential Information or Business Confidential Information under the Agreement will be retained in confidence by the receiving Party. The receiving Party will take all necessary and reasonable precautions to ensure

that Confidential or Business Confidential Information of the disclosing Party, its clients, sponsors, funders, members, directors, officers, liaisons, staff, applicants, contractors and grantees is not disclosed to any unauthorized person, firm or other entity, unless that information:

- a. Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by Contractor.
- b. Prior to disclosure, was already in Contractor's possession and not subject to an obligation of confidence imposed in another relationship.
- c. Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to CRDF Global or Contractor with respect to the information.

11. INTELLECTUAL PROPERTY. Unless stated otherwise in the Special Conditions of this Agreement, this Section governs the ownership and disposition of Intellectual Property ("IP") conceived or developed in the performance of this Agreement. Except when otherwise authorized in writing by CRDF Global, all drawings, specifications, technical data, and other information furnished to Contractor, either by CRDF Global, its funders or awardees, or developed by Contractor or others in connection with the services rendered under this Agreement are, and will remain, the property of CRDF Global, its funders or awardees, and may not be copied or otherwise reproduced or used in any way except in connection with the SOW, or disclosed to third parties or used in any manner detrimental to the interest of CRDF Global, its funders or awardees.

12. PUBLICATIONS & PUBLIC ACKNOWLEDGEMENT. Any publication or information release related to or developed under this Agreement must receive approval from CRDF Global prior to release. This requirement applies to media appearances, communications with the media, social media platforms, publications and information releases in any language, whether in print or electronic. Copies of publications and information releases related to or developed under this Agreement shall be provided to CRDF Global or its authorized representatives upon request. Any publication or use of the Funder's name or logo in connection with this agreement or use of CRDF Global's name or logo requires prior, written approval from CRDF Global. Any written publications must contain the following acknowledgement: "This publication is based on work supported by the U.S. Civilian Research & Development Foundation (CRDF Global). Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of CRDF Global."

13. DEFECTS AND NONCONFORMING DELIVERABLES. The Parties recognize that CRDF Global, in its sole discretion, can determine whether a deliverable is defective or nonconforming under the SOW. CRDF Global shall exercise this right reasonably. Upon CRDF Global's determination that Contractor has provided a defective or nonconforming deliverable, CRDF Global shall notify Contractor in writing of same and direct Contractor to (i) to correct or replace any defective or nonconforming deliverable, at no increase in the approved Agreement amount, in accordance with a reasonable delivery schedule as may be agreed upon between Contractor and CRDF Global, provided that CRDF Global may require a reduction in the Agreement amount if Contractor fails to meet such delivery schedule; or (ii) repay such portion of the Agreement amount as is equitable under the circumstances if CRDF Global elects, in its sole discretion, not to require correction or replacement within thirty (30) days' notice of defects or nonconformance. When tangible deliverables are returned to Contractor, Contractor shall bear the transportation cost from the original point of delivery to Contractor's location and return to the original point when that point is not Contractor's location. If Contractor fails to perform or act as required in (i) or (ii) and does not cure such failure within a period of ten (10) days after receipt of notice from CRDF Global specifying such failure, CRDF Global shall have the right to replace or correct such deliverables and charge to Contractor the cost incurred by CRDF Global. The rights of this paragraph are in addition to any other rights and remedies provided by law, or under other provisions of this Agreement.

- 14. SUSPENSION AND TERMINATION.** At any time the Agreement, CRDF Global may suspend the Agreement for any reason for up to ninety (90) days. Suspension may be in whole or in part and shall be effective on the date stated in a written notice to Contractor. The notice will identify the type of action taken and instruct Contractor to cease incurring costs for Agreement activities, subject to any exceptions stated.

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice. In the event of a termination for convenience of this Agreement or of any deliverable listed in the SOW, or a portion thereof, CRDF Global shall be liable to the Contractor only for costs incurred up to the effective date of termination. CRDF Global shall also be liable for any additional costs provided by law.

If the Contractor does not fulfill the Contractor's obligations under this Agreement or violates any of its provisions, CRDF Global may terminate this Agreement immediately by giving written notice to the Contractor of termination for default. In the event that this Agreement is terminated for default, then CRDF Global will not be liable for any work that is not performed in accordance with this Agreement. CRDF Global will pay the Contractor for work that has been performed and the Contractor shall, within fifteen (15) days of termination, transfer to CRDF Global all work that has been completed and paid for under this Agreement. If after termination, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for convenience.

- 15. FORCE MAJEURE.** Neither CRDF Global nor the Contractor shall be liable in any way for delays or failure to perform any provision of this Agreement if such failure is caused by reason of strikes, lockouts, market shortages of labor or materials, acts of God, pandemics, interruptions of transportation or communication services, or any other cause, condition or circumstances beyond the control of the Parties, including, the changing of any rules, law or regulation of any government or any bureau or department, or any sovereign act prohibiting performance of a Party. The Term of this Agreement will, upon agreement of the Parties, be extended by a period deemed sufficient to complete the obligations of this Agreement.
- 16. NON-WAIVER.** Failure of either or both Parties to enforce any Agreement provision(s) shall not be deemed a waiver or amendment of the Agreement or a waiver of any prior or subsequent breach.
- 17. DISPUTES.** In the event of any disagreement regarding performance under or interpretation of this Agreement, the Parties shall attempt to reach a negotiated resolution. Prior to initiating a formal dispute resolution process, an executive officer from each Party shall in good faith attempt to resolve the disagreement. Until final resolution of any dispute, the Contractor shall diligently proceed with the performance of this Contract as directed by CRDF Global. Nothing contained in this Agreement or in any other document related hereto is intended to or shall have the effect of requiring either Party hereto to consider, resort to, participate in, or abide by any arbitration process or mechanism, or any device or arrangement of a nature or intent similar to arbitration.
- 18. COMPLIANCE WITH APPLICABLE LAWS.** Contractor agrees to observe and conform to, in all material respects, all laws, rules, regulations, codes, orders and requirements of governmental authorities relating to the services to be provided under this Agreement and certifies that it is in compliance with and will comply in the course of the period of performance with other generally applicable requirements, including, but not limited to, those relating to corporate operations, taxation, employment and the environment. The Contractor further understands and certifies to each of the following:
- a. Suspension and Debarment.** The Contractor is not presently debarred, suspended, proposed for debarment, or declared ineligible by any U.S. Government department or agency or any international organization, or voluntarily excluded from participation in this agreement. The

Contractor is responsible for notifying CRDF Global immediately in writing if it becomes subject to debarment or suspension or proposed for debarment, debarred, suspended, declared ineligible or voluntarily excluded by any U.S. Government department or agency or any international organization.

- b. Combating Terrorism.** The Contractor will comply with Executive Order 13224: Blocking Property and Prohibiting Transactions Who Commit, Threaten to Commit, or Support Terrorism. Executive Order 13224 and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- c. Nondiscrimination.** This Agreement is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 et seq.], the Rehabilitation Act of 1973 [29 U.S.C. § 794], the Age Discrimination Act of 1975 [42 U.S.C. §§ 6101 et seq.], and all regulations and policies issued pursuant to these statutes. Specifically, in accordance with these statutes, regulations, and policies, no person on the basis of race, color, national origin, sex, disability, or age shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Agreement.
- d. Export Control.** The Contractor is subject to export regulations of its home country regarding export of certain technical data. No Party shall export, either directly or indirectly, its own or any information or data received from any other Party of the direct product thereof to any country in contravention of such export regulations if such would violate the laws of any of the home countries of the Parties.
- e. Political Contributions and Ethics.** Contractor will comply with all laws and regulations regarding political contributions and that no portion of any compensation paid under this Agreement will be used for any illegal or unethical purpose.
- f. Applies when checked. Leahy Laws.** Contractor will comply with the Leahy Laws, as codified at 10 U.S.C. § 362 and 22 U.S.C. § 2378d. Furthermore, Contractor may not negotiate or execute any subcontract with any unit of a foreign security force without prior, written approval from CRDF Global. In seeking to obtain such prior, written approval, Contractor shall provide all information requested by CRDF Global for vetting purposes.

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

- 19. INTEGRITY AND ETHICS.** At all times during the Agreement Period, Contractor shall adhere to the highest standards of integrity and ethics. Without prejudice to the generality of the foregoing, Contractor shall ensure that it has not provided or offered, and will not provide or offer, any corrupt, prohibited, or unethical payment or other benefit directly or indirectly to CRDF Global, any government official(s), or any agent or representative of either of the foregoing. Further, Contractor shall take care to avoid creating the appearance of impropriety regarding any corrupt, prohibited, or unethical payment or other benefit. CRDF Global additionally has a zero-tolerance policy for harassment, bullying or other abusive behavior. Any behavior or action in contradiction to the terms and conditions in this section will be considered a material breach of this Agreement and may be cause for termination for default.
- 20. WHISTLEBLOWER POLICY.** It is the policy of CRDF Global that grantees, vendors and contractors are encouraged and expected to report possible violations of laws, rules and regulations, as well as fraudulent or dishonest use or misuse of CRDF Global resources or property, violations of CRDF Global's conflict of interest policy, and other serious misconduct. Reports may be made directly to CRDF Global management (who can be contacted via the main CRDF Global website www.crdfglobal.org, or via the Global Compliance hotline available at <https://crdfglobal.alertline.com/gcs/welcome?locale=en>). All information will be treated confidentially and all complaints will be investigated by CRDF Global management and regularly reported to the Audit Committee of the Board of Directors. CRDF Global will not retaliate, nor will CRDF Global tolerate retaliation by any of its

employees, against any grantee, vendor or contractor who makes a good faith report pursuant to this policy; even if an investigation shows that there has not been a violation.

- 21. ADVERTISEMENT OF SERVICES.** Contractor may not recommend follow-on activities to any training or event participants or advertise its services to participants without prior, express authorization from CRDF Global. Examples of prohibited activities include but are not limited to:

 - a. Placing Contractor's logo on event materials
 - b. Advertising Contractor services in presentations to, or conversations with participants. Individual instructors or speakers may discuss relevant personal experience as they relate to course or event content.
 - c. Initiating conversations with event participants to promote Contractor services.
- 22. PARTICIPANT INFORMATION.** If the Agreement is funded by Cooperative Threat Reduction (CTR), CRDF Global requires that Contractor provide identification documents, such as CVs and government-issued photo identification, for any individual involved with the Agreement prior to the individual's involvement in any activity. This requirement extends to all grantees, attendees, participants, trainers, speakers, or any similar individual ("Participants") and to any research, training, workshop, event, or similar activity ("Activity") that occurs under the Agreement. In order to comply with this requirement, Participant information must be received at least 35 days in advance of the Participant's involvement in any Activity supported by the Agreement. Additionally, CRDF Global reserves the right to approve or decline the involvement of any Participant in an Activity supported by the Agreement. Failure to comply with this requirement may be construed as a breach of the Agreement and may result in a reduction in reimbursement for costs and/or Agreement termination.
- 23. AUTHORITY OF AGREEMENT OFFICER.** The Agreement Officer maintains the sole authority to interpret, modify or amend any provision of this Agreement. All financial, administrative and contractual issues should be addressed to the Agreement Officer. No information, other than that which may be contained in an authorized modification to this Agreement, issued by the Agreement Officers, may be considered grounds for deviation from any stipulation of this Agreement. CRDF Global reserves the right to assign a new Agreement Officer at any time through written notification to Contractor.
- 24. AUTHORITY OF TECHNICAL OFFICER.** Performance of the work under this Agreement will be subject to the technical directions of the Technical Officer. Technical directions are guidance to Contractor which clarify details, suggest possible lines of inquiry, or otherwise complete the general scope of work. Technical directions must be within the general scope of work and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the contract ceiling amount. In the event that Contractor believes that implementation of any of these directions may exceed the scope of the Agreement, Contractor shall notify the Agreement and Technical Officers in writing. If Contractor fails to provide the required notification within ten (10) days of receiving the direction, then it will be deemed for the purposes of this Agreement that the technical direction was within scope.
- 25. PERIOD OF AVAILABILITY OF FUNDS.** No obligation or cost shall be incurred by Contractor over and above the contract ceiling amount, for any purpose pertaining to the operation of the program or activities of this Agreement, unless authorized in advance in writing by the Agreement Officer. Nor shall any obligation be incurred by Contractor that would require performance beyond the termination date of this Agreement.
- 26. REPORTS.** Contractor will provide written status reports to the Technical Officer detailing progress on tasks specified in the SOW. These reports shall accompany any Contractor invoice or request for payment, unless an alternate schedule is agreed to with the Technical Officer.

- 27. WARRANTY.** The Contractor represents and warrants that all services rendered, tasks performed and deliverables provided by Contractor pursuant to this Agreement shall be performed and prepared in a timely, workmanlike manner and with professional diligence and skill.
- 28. SEVERABILITY.** Should any provision of this Agreement be determined to be unlawful by a court of law or adjudicative body, with jurisdiction over the Parties, the remaining provisions of this Agreement will continue to remain in full force and effect and shall be interpreted so as to best effect the intentions of the Parties.
- 29. SUBCONTRACTS.** No subcontracts may be entered into by Contractor without the prior, written approval of the Agreement Officer. If the subcontractor is named in Attachment B: Financial Information, such subcontractor is deemed as approved, and requires no further approval from CRDF Global. Compensation for costs incurred by Contractor as a result of approved subcontracts are considered to be included in Attachment B: Financial Information. Contractor will flow down all applicable terms and conditions to its subcontractors, including those incorporated by reference, of this Agreement. If authorized to make subcontracts under this Agreement, Contractor must receive the Unique Entity Identifier (UEI) number for all subcontractors prior to the execution of the subcontract.
- 30. NON-ASSIGNMENT.** Notwithstanding any other provision of this Agreement, the Contractor shall not transfer, pledge, mortgage, or otherwise assign this Agreement, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.
- 31. DATA PROTECTION.** CRDF Global appreciates the importance of safeguarding personal data received from its partners. CRDF Global takes this responsibility seriously and strives to be transparent about why and how personal data is collected and processed. To that end, CRDF Global requires its partners to collect and process personal data in a manner consistent with CRDF Global's practices.
- a. Definition of Personal Data. Personal data is information in any format that relates to a living individual who can be directly or indirectly identified by that information (either on its own or when it is combined with other information). Such personal data is also commonly designated as personally identifiable information or "PII".
 - b. Contractor acknowledges that it may be required to collect personal data for the purposes set forth in this Agreement. If Contractor collects personal data pursuant to this Agreement, Contractor will not store, copy, analyze, monitor, or otherwise use such personal data except for the purposes set forth in this Agreement and with the individual's informed, prior consent. Contractor will comply fully with all applicable laws, regulations, and government orders relating to the personal data that Contractor receives, or has access to, under this Agreement. Contractor will otherwise protect personal data and will not use, disclose, or transfer the personal data across national borders, except as necessary to perform under this Agreement or as consented to by the individual in accordance with applicable law. Under no circumstances will Contractor sell, share, or otherwise exchange personal data collected pursuant to this Agreement for commercial purposes. To ensure protection of personal data, Contractor agrees that CRDF Global may inspect Contractor's internal protocols for handling and storing of personal data, and, if found deficient by CRDF Global, Contractor will reasonably change its practices to CRDF Global's satisfaction.
- 32. CERTIFICATIONS.** Contractor understands and certifies that:
- a. Contractor possesses the legal authority to enter into this Agreement, that a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body, authorizing the acceptance of this award including all understandings and assurances contained therein directing and authorizing the person identified as the official representative

of the Contractor to act in connection with the Agreement and to provide such additional information as may be requested

- b. Nondiscrimination (US Institutions): As applicable, Contractor will comply with Executive Order 11246, as amended (Equal Employment Opportunity); Section 503 of the Rehabilitation Act of 1973; the Vietnam Era Veterans Readjustment Act of 1974, 38 U.S.C. § 4212; the Jobs for Veterans Act of 2002, Executive Order 13496, and all implementing regulations, including but not limited to 41 CFR §§ 60-1.4, 60-300.5, 60-741.5. These legal authorities prohibit discrimination against individuals on the basis of disability and qualified protected veterans, and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- c. Prohibition on Human Trafficking (US Institutions): Contractor will comply with the applicable provisions of National Security Presidential Directive/NSPD-22, the applicable provisions of 22 U.S.C. § 7104, as amended, and all applicable implementing regulations with regard to the U.S. Government's "zero tolerance" policy against human trafficking. Contractor agrees to flow down this Section to all of its subcontractors at any tier.
- d. Prohibition on Human Trafficking (Non-US Institutions): Contractor will strictly comply with all applicable laws, rules and regulations to which compliance is required by any lawful jurisdiction governing the trafficking of persons, including the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery. Contractor further agrees that this Section will be flowed down to all of its subcontractors at any tier.

33. ***Applies when checked.* INSURANCE REQUIREMENTS.** Contractor, at its own cost and expense, will secure and maintain in force during the Term of this Agreement the following insurance coverages:
- a. Worker's compensation insurance (if applicable) providing statutory worker's compensation insurance and employer's liability insurance (with a minimum limit of \$500,000 per occurrence).
 - b. General commercial liability insurance with:
 - i. bodily injury limits of \$1,000,000 for injury or death to any one person, and \$1,000,000 for any one occurrence, and
 - ii. property damage limits of \$1,000,000 for one occurrence; and \$1,000,000 in the aggregate.
 - c. Professional liability insurance in an amount not less than \$1,000,000.

ATTACHMENT D: PAYMENT TERMS AND CONDITIONS

- 1. FUNDING.** The Contractor will be paid for allowable costs in accordance with the provisions of this agreement and the Financial Information specified in Attachment B. Other direct costs, including travel related to work performed under this Agreement, will be arranged for and paid directly by CRDF Global or reimbursed to the Contractor as mutually agreed by the Parties and subject to the provisions of this clause and Section 3: Payment.

In incurring costs, as in other matters relating to implementation, Contractor is expected to exercise prudent management and to make sound administrative judgments. Documentation supporting expenditures and other actions in implementing the Agreement must be consistent with the Contractor's established policies and procedures and comply with the terms of this Agreement. Any expenses not authorized in this Agreement must be approved in advance and in writing by the Agreement Officer. The Contractor may not move funds between budget line items without the written consent of the Agreement Officer.

Cost-Reimbursable (*Applicable if Checked*): For cost-reimbursable services and items, the Contractor is expected to invoice CRDF Global for actual costs incurred and to provide detailed financial reports on all expenses.

Firm Fixed Price (*Applicable if Checked*): This Agreement is issued on a Fixed-Cost basis. The Contractor will not be reimbursed for actual costs incurred in excess of the maximum amounts authorized in this Agreement.

Hybrid (*Applicable if Checked*): This Agreement contains fixed-price and cost-reimbursable budget items. For fixed price services and products, the Contractor will not be reimbursed for actual costs incurred in excess of the maximum amounts authorized. For cost-reimbursable services and items, the Contractor is expected to invoice CRDF Global for actual costs incurred and to provide detailed financial reports on all expenses.

Time and Materials (*Applicable if Checked*): This Agreement contains time and materials budget items. For time and materials line items, the Contractor will be paid on the basis of:

- a. Direct labor hours at specified fixed hourly rate that include wages, overhead, general and administrative expenses, and profit.
- b. The actual cost of materials. Materials is defined as direct materials or supplies; subcontracts for supplies or incidental services; other direct costs such as travel; applicable indirect costs.

The Contractor will provide detailed financial reports on all expenses.

- 2. LIMITATION OF FUNDS.** The Contractor and CRDF Global estimate that the cost of execution of the work specified in Attachment A shall not exceed the funding amounts specified in Attachment B of this agreement. The Contractor agrees to use its best efforts to perform the work specified in Attachment A and all obligations under this agreement within the funding amounts specified in Attachment B, the Contractor will notify the Agreement Officer, in writing, whenever it has reason to believe that the costs it expected to incur in the next sixty (60) days, when added to all costs previously, incurred, will exceed 75% of the total funding allocated to this agreement.
- 3. PAYMENT.** Unless otherwise specified in Attachment B, the Contractor must submit invoices on a monthly basis for costs incurred to the Agreement Officer, not to exceed Contract Ceiling amount. All expenses must be documented with appropriate receipts and invoices. The final invoice for costs incurred is due to CRDF Global within thirty (30) days following termination of this Agreement. Invoices may be sent via email to the Agreement Officer and must include the following information.
 - Contract Agreement Number

- Period of Performance, Milestone or Deliverable for which payment is requested if applicable
- Itemized list of expenses incurred, including local currency and exchange
- Name and title of authorized Contractor representative
- Requested Currency (USD or Foreign Currency)

The payment of each invoice shall be additionally subject to a determination by CRDF Global that: (i) Contractor has worked with reasonable diligence to provide the applicable deliverables and services set forth in the attached SOW in a timely manner and (ii) Contractor has otherwise complied with the terms and conditions of this Agreement. Notwithstanding the foregoing, approval of the Contractor's invoice will not be unreasonably withheld and CRDF Global will submit payment on the Contractor's invoice within 30 (thirty) calendar days from receipt of a compliant invoice and any required supporting documentation.

- 4. TAXES.** The Contractor acknowledges that it is responsible for complying with all relevant tax reporting and withholding requirements under any and all applicable federal or local laws and regulations. The Contractor is responsible for the payment of any tax that may result from its receipt of funds under this Agreement.
- 5. METHOD OF PAYMENT.** CRDF Global reserves the right, in its sole discretion, to determine the method of payment and to decline any request received that is inconsistent with the terms of this Agreement or in violation of CRDF Global procedures. To the extent possible CRDF Global attempts to make payment directly to individuals, organizations and vendors via electronic funds transfer. CRDF Global will make best efforts to minimize transfer fees applied by financial institutions involved in the funds transfer process. However, CRDF Global is not liable for transfer fees applied by intermediary financial institutions; such costs must be borne by Contractor.
- 6. OVERPAYMENTS AND OFFSETS.** In the event of an overpayment, an erroneous payment, or a duplicate payment, Contractor shall immediately notify CRDF Global in writing and request instructions for handling the matter. CRDF Global may deduct from any payment all or part of any amount, whether in connection with the Agreement or any other agreement, owed to it by Contractor.
- 7. INDIRECT COSTS.** Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Awardees may refer to 2 CFR § 200.414 for more information. CRDF Global intends to administer this Agreement in accordance with 2 CFR § 200.414. Accordingly, indirect expenses may only be applied to modified total direct costs (MTDC). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, *participant support costs* and the portion of each subaward in excess of \$25,000. *Participant support costs* are defined as direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees, subcontractors, or consultants) in connection with conferences or training projects.
- 8. EQUIPMENT AND PROPERTY.** No item of equipment over \$5,000.00, other than items identified in the Budget, may be acquired under this Agreement without the prior written approval of the Agreement Officer. All equipment and property acquired under this Agreement must remain available to and be used for the activities described in the SOW. Equipment and property acquired under this Agreement must be located and maintained at the premises of the Contractor unless authorized in writing by the Agreement Officer. Title to equipment and property will vest in CRDF Global unless otherwise indicated. All equipment and materials provided by CRDF Global under this Agreement must remain accessible to CRDF Global for inspection. Equipment and materials supplied under this Agreement may not be used in a manner inconsistent with this Agreement. The Contractor shall ensure that all

equipment and property provided under this Agreement is maintained in a manner consistent with its specifications and reasonable care, security, and maintenance.

The Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subagreements, including all contracts and purchase orders for work or products under this Contract.

- 9. TRAVEL.** All travel to be undertaken by the Contractor must be directly necessary for the completion of the work detailed under attachment a: statement of work and explicitly authorized by CRDF Global. If the Contractor is required to travel under the agreement, any traveling individual representing the contractor (hereafter, "Traveler") will communicate and coordinate closely with CRDF Global's Travel & Logistics representative (hereafter, "T&L") to discuss, finalize, and/or confirm approval for necessary travel arrangements. All travel is subject to the following provisions:
- a) Travel expenses are subject to the Federal Travel Regulations in effect at the time of travel.
 - b) The regulations allow reimbursement of actual lodging costs plus a fixed allowance for meals and incidental expenses, up to the applicable maximum amounts prescribed.
 - c) If the Agreement is funded by the United States Government, all air transportation must be at the "lowest logical airfare" subject to the Fly America Act. "Lowest logical airfare" is defined as the lowest cost alternative that accommodates business commitments at the place of departure and travel destination. Premium-, Business-class and first-class tickets are unallowable expenses under this Agreement.
 - d) If domestic and/or international travel is required under this contract, the Contractor certifies that any individual traveling under this agreement is medically fit to engage in the travel. CRDF Global reserves the right if required by Funder, insurance requirements, or for other reason, to require that the Contractor provide certification from a licensed medical professional certifying fitness to travel prior to approval of any given travel.
 - e) Travel expenses may be paid directly by CRDF Global or reimbursed to the Contractor, as mutually agreed by the parties. Unless otherwise specified under Attachment B: Financial information, the following describes the requirements and expectations for each scenario:

When CRDF Global is to directly facilitate travel arrangements on behalf of the Contractor:

The Traveler is expected to respond promptly to T&L's communications and requests for information so that travel arrangement(s) can be made in a timely manner.

- 1. Medical Insurance
 - a) CRDF Global will provide emergency medical insurance to the Traveler when booking international travel through CRDF Global. This insurance does not cover any personal travel that may take place within an overall business trip itinerary.
- 2. Airfare
 - a) CRDF Global will directly book and purchase airfare for the Traveler.
 - b) In the event the Contractor is requesting a Premium-, Business-class, or First-class ticket, CRDF Global may agree to booking the original ticket, and the Contractor will arrange for paying the difference and securing the ticket upgrade by coordinating with CRDF Global's Travel Management Company or the airline directly.
- 3. Lodging and M&IE
 - a) CRDF Global will directly arrange and purchase lodging for the Traveler.
 - b) M&IE expenses will be calculated and paid directly to the Traveler based on the actual travel occurred.

4. All Other Expenses

- a) The Traveler will be directly reimbursed for any allowable expense not included in the fixed meals and incidental expenses stipend. Receipts are required for reimbursement. Photocopies of receipts are acceptable provided originals are made available to CRDF Global upon request for inspection and/or audit.

When the Contractor is to facilitate their own travel arrangements:

All costs that are to be directly incurred by the Contractor will be included in the Contract Ceiling and detailed under Attachment B: Financial Information. Unless otherwise specified, Travel expenses are Cost-reimbursable and must be billed for with supporting documentation.

1. Medical Insurance

- a) For any international trip, Contractor must purchase emergency medical insurance for their Traveler(s). Proof of insurance must be provided to CRDF Global upon request.

2. Airfare

- b) Any travel arrangement must first receive written approval by CRDF Global to ensure compliance with relevant regulatory requirements and the Travel provisions of this Agreement. At CRDF Global's discretion, any such expense incurred prior to receiving approval, may not be reimbursed to the Contractor. At time of billing, Contractor must provide receipts and supporting documentation as per the provisions detailed in Section 3. Payment, under Attachment D: Payment Terms & Conditions. Boarding passes may be required for substantiation of airline travel and are to be submitted to CRDF Global on request.
- c) All air transportation must be arranged between 1) the Traveler's point of origin and 2) the country where the engagement, workshop, or event is taking place. Any deviation from this requirement must be discussed with CRDF Global and at CRDF Global's discretion, such deviation may be approved. In the event the costs of the approved deviation exceed the original estimated costs, Contractor may be required to pay the difference in costs by coordinating with CRDF Global's Travel Management Company or the airline directly.
- d) If the Contractor is requesting a Premium-, Business-class, or First-class ticket which exceeds CRDF Global's standard airfare estimate for a compliant, "lowest logical airfare" flight and there is no authorized justification, The Contractor will be reimbursed the value of the lowest logical airfare, to be determined by CRDF Global. On a case-by-case basis, if the Contractor has a justification that would authorize an economy class exception, CRDF Global will consider and may approve the exception via written authorization.

3. Lodging and M&IE

- e) T&L will confirm lodging & M&IE rates for the Contractor and will calculate the anticipated total costs. These estimates will be included in Attachment B: Financial information prior to Agreement execution.

4. All Other Expenses

- f) It is expected for the Contractor to discuss and itemize any foreseeable expense ahead of Agreement execution in order for such expenses to be properly captured in Attachment B: Financial Information
- g) Receipts are required for any allowable expense not included in the fixed meals and incidental expenses stipend.

ATTACHMENT E: SPECIAL CONDITIONS**Prohibition On Certain Telecommunications & Video Surveillance Services or Equipment****1. Definitions.** As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

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

Critical technology means—

- a) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- b) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled
- c) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- d) For reasons relating to regional stability or surreptitious listening;
- e) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- f) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- g) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- h) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g.,

connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

2. **Prohibition.** Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
3. **Exceptions.** This clause does not prohibit contractors from providing—
 - a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
4. **Reporting Requirement.** In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
 - a) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
 - i. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Prohibition on a ByteDance Covered Application (52.204-27)

1. **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)—

- a) 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;
 - b) 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
 - c) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
2. **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.
3. **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.

PARTICIPANT CODE OF CONDUCT

CRDF Global's activities and events are a welcoming and collegial environment for the free and open exchange of ideas aimed at identifying solutions to shared global challenges. We fundamentally believe that addressing these challenges requires the unique perspectives and insights of diverse stakeholders and that collaboration is the driving force for positive change. CRDF Global is committed to providing safe and productive opportunities for dialogue and engagement. To this end, CRDF Global requires all participants in its programs and events, both in-person and remote, to abide by the following Code of Conduct. This code of conduct applies to all persons involved in CRDF Global events including, but not limited to, attendees, speakers, volunteers, guests, exhibitors/vendors, service providers, and CRDF Global staff.

Expected Behavior:

All Participants will...

- Treat other participants with respect and dignity, valuing a diversity of views and opinions.
- Attend and actively participate in the event and all related activities, unless absence from specific activities was previously agreed prior to the event.
- Be considerate, respectful, and collegial at all times.
- Communicate professionally and respectfully, critiquing ideas – not individuals.
- Respect the rules and policies of the meeting venue.
- Conduct themselves with the understanding that their personal safety and security, as well as the safety and security of others, is of utmost importance.
- Promptly report any safety or security issues to the appropriate on-site security personnel and CRDF Global staff.
- Follow the direction of on-site security personnel and CRDF Global staff to ensure the wellbeing of all participants.
- Respect local laws and customs.

Unacceptable Behavior:

All Participants will refrain from...

- Any form of harassment, abuse, bullying or conduct that is intended to harm, intimidate or control another individual, whether intentional or unintentional.
- Sexual harassment, including but not limited to, unwanted or inappropriate conduct, unwanted physical contact of any kind or advances.
- Violence, threats of violence, or violent language directed at anyone.
- Discriminatory language or actions based on gender, race/ethnicity, sexual orientation, national origin, religion, gender identity, age, disability, or political views.
- Inappropriate or unwelcome physical contact with other participants.
- Refusing to comply with any rule or regulation of the event venue or instruction given by venue or CRDF Global personnel.
- Destruction or vandalizing of personal or event property or materials or the venue site.
- Behavior that disrupts the event or inhibits others' participation in the event in any way.
- Irresponsible use of alcohol.
- Purchasing, possessing, using, or distributing any drug(s) that is in violation of the laws of the country where the program is being conducted.
- Recording or photographing event activities or participants without express prior permission.

CRDF Global reserves the right, in its sole discretion, to determine what constitutes unacceptable behavior and what actions it will take to address incidents that occur.

Consequences for Unacceptable Behavior:

Participants who are asked to cease their behavior will be expected to comply immediately. Depending on the circumstances, if a participant continues to violate this Code of Conduct, CRDF Global may take whatever action it deems appropriate including removal of the participant from the event, disqualification from participation in future events, notification to the participant's employer, or notification to relevant security, embassy, or local law enforcement as may be necessary.

Reporting Unacceptable Behavior:

If a Participant is subjected to unacceptable behavior, or notices someone else being subjected to such behavior, the Participant should notify CRDF Global staff as soon as possible. Participants may also submit confidential reports via CRDF Global's hotline by calling 1-888-475-0450 or submit online via <http://crdfglobal.alertline.com>.

All reported concerns will be treated seriously and investigated. All Participants are expected to cooperate fully and honestly with any investigation.