

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING 15	PAGE OF PAGES 1 14	
2. CONTRACT (Proc. Inst. Ident.) NO. W81XWH-08-1-0736		3. EFFECTIVE DATE 15 Sep 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W91ZSQ8131N656		
5. ISSUED BY US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014		CODE W81XWH	6. ADMINISTERED BY (If other than Item 5) USA MED RESEARCH ACQ ACTIVITY ATTN: CHERYL LOWERY 301-619-7150 CHERYLLOWERY@AMEDD.ARMY.MIL FORT DETRICK MD 21702-5014			CODE W81XWH

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) UNIVERSITY OF CALIFORNIA LAWRENCE BERKELEY LABORATORY 1 CYCLOTRON ROAD BERKELEY CA 94720		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT Net 7	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: 0	ITEM

CODE 1V9S8	FACILITY CODE	11. SHIP TO/MARK FOR USA MED RESEARCH AND MATERIEL COM 1077 PATCHEL STREET FORT DETRICK MD 21702		CODE	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS ROME 325 BROOKS ROAD CUSTOMER SVC:1-800-553-0527 ROME NY 13441-4527	CODE	HQ0302
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					

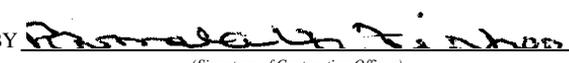
15G. TOTAL AMOUNT OF CONTRACT \$3,368,611.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1		I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ REF: SEE PAGE 3, PARAGRAPH _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER PAMELA L. FISHER / CONTRACTING OFFICER TEL: 301-619-2805 EMAIL: pamelal.fisher@us.army.mil
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 13-Sep-2008
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

Section 00010 - Solicitation Contract Form

PI NAME & PROPOSAL TITLE

PRINCIPAL INVESTIGATOR: Dr. Mina Bissell

TITLE: The Etiology of Breast Cancer Heterogeneity and the Role of the Microenvironment

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Grant - BC076048 - Innovator COST PERIOD OF PERFORMANCE: : 15 September 2008 - 14 October 2013 (Research ends 14 September 2013). FOB: Destination PURCHASE REQUEST NUMBER: W91ZSQ8131N656				\$3,368,611.00
				ESTIMATED COST	\$3,368,611.00
	ACRN AA CIN: W91ZSQ8131N6560001				\$3,368,611.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-SEP-2008 TO 14-OCT-2013	N/A	USA MED RESEARCH AND MATERIEL COM 1077 PATCHEL STREET FORT DETRICK MD 21702 FOB: Destination	W91ZSQ

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 97701301831074811938000009504150P1FJMAW91ZSQ8131N656FJMAP1018064
AMOUNT: \$3,368,611.00
CIN W91ZSQ8131N6560001: \$3,368,611.00

CLAUSES INCORPORATED BY FULL TEXT

A. This award is made under the authority of 31 U.S.C. 6304 and 10 U.S.C. 2358. The recipient's statement of work and the revised budget dated 12 August 2008 for this proposal submitted in response to the Fiscal Year 2007 (FY07) Department of Defense Breast Cancer Research Program Innovator Project Award Announcement, which closed February 06, 2008, are incorporated herein by reference. The Catalog of Federal Domestic Assistance Number relative to this award is CFDA 12.420.

B. ACCEPTANCE OF AWARD: The recipient is not required to countersign this assistance award. In case of disagreement, the recipient shall notify the Grants Officer and not assess the grant any costs until such disagreement(s) is resolved.

C. USAMRAA GENERAL TERMS AND CONDITIONS:

1. RECIPIENT RESPONSIBILITY (DEC 2001) (USAMRAA)

a. The recipient will bear primary responsibility for the conduct of the research and will exercise judgment towards attaining the stated research objectives within the limits of the award's terms and conditions.

b. The Principal Investigator(s) specified in the award document will be continuously responsible for the conduct of the research project and will be closely involved with the research effort. The Principal Investigator, operating within the policies of the recipient, is in the best position to determine the means by which the research may be conducted most effectively.

c. The recipient shall obtain the Grants Officer's prior approval to change the Principal Investigator, or to continue the research work during a continuous period of absence in excess of three (3) months, or a 25% reduction in time devoted to the project by the approved Principal Investigator.

d. The recipient shall obtain the Grants Officer's prior approval to change:

- (1) the methodology or experiment when such is stated in the award as a specific objective;
- (2) the stated objective of the research effort;
- (3) the phenomenon or phenomena under study; or
- (4) the approved research protocols.

e. The recipient shall also submit proposed changes to the protocol or consent form (including changes to the Principal Investigator) to both the local IRB and the U.S. Army Surgeon General's Human Subjects Research Review Board (HSRRB) for review and approval if this award includes the provision for the Use of Human Subjects.

2. ADMINISTRATION AND COST PRINCIPLES (NOV 2000) (USAMRAA)

The following Administrative and Cost Principles, as applicable, effective the earlier of (i) the start date of this award or (ii) the date on which the recipient incurs costs to be assessed against the award, are incorporated as part of this award by reference:

- a. OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments."
- c. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments."
- d. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."
- e. OMB Circular A-122, "Cost Principles for Non-profit Organizations."
{For those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122, Subpart 31.2 of the Federal Acquisition Regulations (FAR 48 CFR Subpart 31.2) shall apply}.
- f. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- g. Federal Acquisition Regulation, Part 31.2 for Commercial Organizations.
- h. Department of Defense Grant and Agreement Regulations 3210.6-R, Parts 32, 33 and 34.

These publications may be obtained from:

Office of Management and Budget
EOB Publications Office
New Executive Office Building
725 17th Street, NW, Room 2200
Washington DC 20503 Telephone: (202) 395-7332

These publications may be viewed at:

Website: www.usamraa.army.mil, then click reference library and select.

3. AWARD MODIFICATION (NOV 2000) (USAMRAA)

The only method by which this award may be modified is by a formal, written modification signed by the Grants Officer. No other communications, whether oral or in writing, are valid.

4. APPROVALS AND OTHER AUTHORIZATIONS (NOV 2000) (USAMRAA)

- a. Prior approvals. All prior approvals required by OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133 are waived except the following:
 - (1) Change in the scope or objectives of the research project as required by paragraph 1 of these terms and conditions entitled "Recipient Responsibility."

- (2) Any request for additional funding.
- (3) Change in key personnel as required by paragraph 1 of these terms and conditions entitled "Recipient Responsibility."
- (4) Exclusive of supplies, material, equipment or general support services, the award of a subaward to accomplish substantial programmatic work required in the agreement to be performed by the prime recipient.
- (5) Unless identified in the budget that is incorporated as a part of the award, expenditures for individual items of general-purpose equipment and specific purpose equipment costing \$5,000 or more.
- (6) Unless identified in the proposal that is incorporated as part of the award, expenditure for foreign travel.

b. **Preaward Costs.** The recipient may incur preaward costs of up to 90 days prior to the start date of the award agreement. Preaward costs as incurred by the recipient must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles. Preaward costs are made at the recipient's risk. The incurring of preaward costs by the recipient does not impose any obligation on the Government in the absence of appropriations, if an award is not subsequently made, or if an award is made for a lesser amount than the recipient expected.

c. **Change in Performance Period.** The recipient may make a one-time "no cost" extension to the expiration date of the award for a period up to 12 months. The recipient shall notify the Grants Officer, in writing, at least 10 days prior to the expiration date of the award.

d. **Unobligated Balances.** In the absence of any specific notice to the contrary, the recipient is authorized to carry forward, unexpended balances to subsequent funding periods of the award agreement.

5. PUBLICATION AND ACKNOWLEDGMENT (NOV 2000) (USAMRAA)

a. **Publication.** The recipient is encouraged to publish results of the research, unless classified, in appropriate journals. One copy of each paper planned for publication shall be submitted to the technical representative simultaneously with its submission for publication. Copies of all publications resulting from the research shall be forwarded to the Grants Officer as they become available, even though publication may in fact occur subsequent to the termination date of this award.

b. **Acknowledgment.** The recipient agrees that in the release of information relating to this award such release shall include statements to the effect that the project or effort depicted was sponsored by the Department of the Army and shall include:

- (i) The Award Number;
- (ii) "The U.S. Army Medical Research Acquisition Activity, 820 Chandler Street, Fort Detrick MD 21702-5014 is the awarding and administering acquisition office." and;
- (iii) A statement that the content of the information does not necessarily reflect the position or the policy of the Government, and no official endorsement should be inferred. For purposes of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, etc.

c. Prior to release to the public, the recipient shall notify the Grants Officer and the Grants Officer's Representative (GOR) of the following: planned news releases, planned publicity, advertising material concerning grant/cooperative agreement work, and planned presentations to scientific meetings. This provision is not intended to restrict dissemination of research information; the purpose is to inform the U.S. Army Medical Research and Materiel Command (USAMRMC) of planned public release of information on USAMRMC-funded research, in order to adequately respond to inquiries and to be alert to the possibility of inadvertent release of information which could be taken out of context.

d. If the research involves the use of laboratory animals, the recipient must include the following statement in any publication resulting from the research: "Research was conducted in compliance with the Animal Welfare Act Regulations and other Federal statutes relating to animals and experiments involving animals and adheres to the principles set forth in the Guide for Care and Use of Laboratory Animals, National Research Council, 1996."

6. SUSPENSION AND TERMINATION (NOV 2000) (USAMRAA)

a. The Grants Officer may terminate or suspend in whole or in part, this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement, if the recipient materially changes the objective of the agreement, or if appropriated funds are not available to support the program. However, the Grants Officer may immediately suspend or terminate the award without prior notice when such action is necessary to protect the interests of the Government.

b. Additionally, this agreement may be terminated by either party upon written notice to the other party, based upon a reasonable determination that the project will not produce beneficial results commensurate with the expenditure of resources. Such written notice shall be preceded by consultation between the parties. In the event of a termination, the Government shall have a paid-up license in any subject invention, copyright work, data or technical data made or developed under this agreement.

c. No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of the Grants Officer, the recipient could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the award and the applicable Federal cost principles. In no event will the total of payments under a terminated award exceed the amount obligated in this award.

7. AWARD CLOSE OUT WITH ADVANCE PAYMENTS (NOV 2000) (USAMRAA)

a. The recipient shall submit an original SF 272, Federal Cash Transactions Report (form available on web site <http://www.usamraa.army.mil>) within 30 calendar days following the end of the final quarter.

b. The following documents shall be submitted within 30 calendar days following the research ending date:

- (1) Final Scientific Report, as listed in Paragraph 7.
- (2) Patent Report (DD Form 882, Report of Inventions and Subcontracts) submit as specified in Paragraph 16. (DD Form 882 can be located on web site <http://www.usamraa.army.mil>.)
- (3) Cumulative listing of only the nonexpendable personal property acquired with award funds **for which title has not been vested to your institution.** (This may be submitted on your institution's letterhead.)
- (4) Volunteer Registry Data Sheet, USAMRDC Form 60-R (available on web site <http://www.usamraa.army.mil>). The Principal Investigator shall be directed to complete a form for each subject enrolled in this study and forwarded in accordance with the clause entitled "Use of Human Subjects."

c. In the event a final audit has not been performed prior to the closeout of the award, the sponsoring agency will retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

8. SITE VISITS (NOV 2000) (USAMRAA)

The Grants Officer, or authorized representative, has the right at all reasonable times to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the Government representative on the premises of the recipient or subrecipient, the recipient shall provide, and shall require its subrecipients to provide, all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.

9. TITLE TO PROPERTY ACQUIRED WITH FEDERAL FUNDS (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)

a. Unless otherwise specified in the Award Schedule, title to all items of tangible personal property acquired with Federal funds under this award shall vest in the recipient upon acquisition without further obligation to the Federal Government.

b. Real property acquired in whole or in part with Federal funds shall be governed by the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 32.32.

10. FEDERALLY OWNED PROPERTY (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)

Title to Federally owned property remains vested in the Federal Government, and is subject to the requirements of the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 32.33.

11. INTANGIBLE PROPERTY (EDUCATIONAL AND NON-PROFIT) (LBNL) (JUN 2003) (USAMRAA)

Rights in technical data, patents, inventions, and computer software under this award shall be as specified under Clause 1.91 - DEAR 970.5227-2 Rights in Data-Technology Transfer (DEC 2000) (Deviation) in US Department of Energy Contract DE-AC02-05CH11231.

12. PATENTS AND INVENTIONS (LBNL) (JUN 2003) (USAMRAA)

Patent rights and inventions shall be specified in Clause 1.95 - DEAR 970.5227-6 Patent Indemnity - Subcontracts (DEC 2000), Clause 1.93, DEAR 970.5227-4 Authorization and Consent (AUG 2002), and Clause 1.97 - DEAR 970.5227-10 Patent Rights Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (AUG 2002) under the DOE Contract DE-AC02-05CH11231.

13. DISPUTES (NOV 2000) (USAMRAA)

Disagreements regarding issues concerning assistance agreements between the recipient and the Grants Officer shall, to the maximum extent possible, be resolved by negotiation and mutual agreement at the Grants Officer level. If agreement cannot be reached, it is our policy to use alternative dispute resolution (ADR) procedures that may either be agreed upon by the Government and the recipient in advance of the award or may be agreed upon at the time the parties determine to use ADR procedures. If the parties cannot agree on the use of ADR procedures, the recipient can submit, in writing, a disputed claim or issue to the Grants Officer. The Grants Officer will consider the claim or disputed issue and prepare a written decision within 60 days of receipt. The Grants Officer's decision will be final. The recipient may appeal the decision within 90 days after receipt of such notification. Appeals will be resolved by the Head of the Contracting Activity. The decision by the Head of the Contracting Activity will be final and not subject to further administrative appeal. However, the recipient does not waive any legal remedy, such as formal claims, under Title 28 United State Code 1492, by agreeing to this provision.

14. MAXIMUM OBLIGATION (SEP 2006) (USAMRAA)

The maximum obligation for support of the project will not exceed the amount specified in the award, as amended. USAMRAA does not amend assistance agreements to provide additional funds for such purposes as reimbursement for unrecovered indirect costs resulting from the establishment of final negotiated rates or for increases in salaries, fringe benefits and other costs.

D. USAMRAA SPECIAL TERMS AND CONDITIONS

1. RESEARCH TECHNICAL REPORTING REQUIREMENTS (JAN 2007) (USAMRAA)

Format Requirements for Annual/Final Reports

a. Annual reports must provide a complete summary of the research accomplishments to date with respect to the approved Statement of Work. Journal articles can be substituted for detailed descriptions of specific aspects of the research, but the original articles must be attached to the report as an appendix and appropriately referenced in the text. The importance of the report to decisions relating to continued support of the research can not be over-emphasized. An annual report shall be submitted within 30 calendar days of the anniversary date of the award for the preceding 12 month period. If the award period of performance is extended by the Grants Officer, then an annual report must still be submitted within 30 days of the anniversary date of the award. A final report will be due upon completion of the extended performance date that describes the entire research effort.

b. A final report summarizing the entire research effort, citing data in the annual reports and appended publications shall be submitted at the end of the award performance period. The final report will provide a complete reporting of the research findings. Journal publications can be substituted for detailed descriptions of specific aspects of the research, but an original copy of each publication must be attached as an appendix and appropriately referenced in the text. All final reports must include a bibliography of all publications and meeting abstracts and a list of personnel (not salaries) receiving pay from the research effort.

Although there is no page limitation for the reports, each report shall be of sufficient length to provide a thorough description of the accomplishments with respect to the approved Statement of Work. Submission of the report in electronic format (PDF or Word file only), shall be submitted to <https://ers.detrick.army.mil>.

All reports shall have the following elements in this order

FRONT COVER: Sample front cover provided at <https://mrmc.detrick.army.mil/rrpindex.asp>. The Accession Document (AD) Number should remain blank.

STANDARD FORM 298: Sample SF 298 provided at <https://mrmc.detrick.army.mil/rrpindex.asp>. The abstract in Block 13 must state the purpose, scope, major findings and be an up-to-date report of the progress in terms of results and significance. Subject terms are keywords that may have previously assigned to the proposal abstract or are keywords that may be significant to the research. The number of pages shall include all pages that have printed data (including the front cover, SF 298, table of contents, and all appendices). Please count pages carefully to ensure legibility and that there are no missing pages as this delays processing of reports. Page numbers should be typed: please do not hand number pages.

TABLE OF CONTENTS: Sample table of contents provided at <https://mrmc.detrick.army.mil/rrpindex.asp>.

INTRODUCTION: Narrative that briefly (one paragraph) describes the subject, purpose and scope of the research.

BODY: This section of the report shall describe the research accomplishments associated with each task outlined in the approved Statement of Work. Data presentation shall be comprehensive in providing a complete record of the research findings for the period of the report. Provide data explaining the relationship of the most recent findings with that of previously reported findings. Appended publications and/or presentations may be substituted for detailed descriptions of methodology but must be referenced in the body of the report. If applicable, for each task outlined in the Statement of Work, reference appended publications and/or presentations for details of result findings and tables and/or figures. The report shall include negative as well as positive findings. Include problems in accomplishing any of the tasks. Statistical tests of significance shall be applied to all data whenever possible. Figures and graphs referenced in the text may be embedded in the text or appended. Figures and graphs can also be referenced in the text and appended to a publication. Recommended changes or future work to better address the research topic may also be included, although changes to the original Statement of Work must be approved by the Army Contracting Officer Representative. This approval must be obtained prior to initiating any change to the original Statement of Work.

KEY RESEARCH ACCOMPLISHMENTS: Bulleted list of key research accomplishments emanating from this research.

REPORTABLE OUTCOMES: Provide a list of reportable outcomes that have resulted from this research to include:

manuscripts, abstracts, presentations; patents and licenses applied for and/or issued; degrees obtained that are supported by this award; development of cell lines, tissue or serum repositories; infomatics such as databases and animal models, etc.; funding applied for based on work supported by this award; employment or research opportunities applied for and/or received based on experience/training supported by this award.

CONCLUSION: Summarize the results to include the importance and/or implications of the completed research and when necessary, recommend changes on future work to better address the problem. A "so what section" which evaluates the knowledge as a scientific or medical product shall also be included in the conclusion of the report.

REFERENCES: List all references pertinent to the report using a standard journal format (i.e. format used in *Science, Military Medicine*, etc.).

APPENDICES: Attach all appendices that contain information that supplements, clarifies or supports the text. Examples include original copies of journal articles, reprints of manuscripts and abstracts, a curriculum vitae, patent applications, study questionnaires, and surveys, etc.

Pages shall be consecutively numbered throughout the report. **DO NOT RENUMBER PAGES IN THE APPENDICES.**

Mark all pages of the report which contain proprietary or unpublished data that should be protected by the U.S. Government. **REPORTS NOT PROPERLY MARKED FOR LIMITATION WILL BE DISTRIBUTED AS APPROVED FOR PUBLIC RELEASE.** It is the responsibility of the Principal Investigator to advise the U.S. Army Medical Research and Materiel Command when restricted limitation assigned to a document can be downgraded to Approved for Public Release. **DO NOT USE THE WORD "CONFIDENTIAL" WHEN MARKING DOCUMENTS.**

Manuscripts/Reprints, Abstracts

A copy of manuscripts or subsequent reprints resulting from the research shall be submitted to the USAMRMC. An extended abstract suitable for publication in the proceedings of the applicable research program is required in relation to a DOD meeting planned during the term of this award. The extended abstract shall (1) identify the accomplishments since award and (2) follow instructions to be prepared by the USAMRMC and promulgated at a later date. The extended abstract style will be dependent on the discipline.

2. ADVANCE PAYMENTS AND FULL FUNDING (NOV 2000) (USAMRAA)

a. Payments. Advance payments will be made to the recipient. Questions relative to payment issues involving Defense Finance and Accounting Service shall be directed to [Danyelle Sterling at \(301\) 619-2987](#).

b. Electronic Funds Transfer. All advance payments to the recipient will be made by electronic funds transfer (EFT). The recipient shall contact the Defense Finance and Accounting System (DFAS) named on the face page of this award to make arrangements for EFT. Failure to do so may result in nonpayment.

c. If the recipient fails to perform, the Grants Officer shall notify DFAS in writing to withhold payments.

d. Advance Payment Schedule

Year One \$606,635

<u>Amount</u>	<u>On or About</u>
\$151,658.75	Upon execution of this award
\$151,658.75	15 December 2008
\$151,658.75	15 March 2009
\$151,659.75	15 June 2009

Year Two \$642,472

<u>Amount</u>	<u>On or About</u>
\$160,618	15 September 2009
\$160,618	15 December 2009
\$160,618	15 March 2010
\$160,618	15 June 2010

Year Three \$669,355

<u>Amount</u>	<u>On or About</u>
\$167,338.75	15 September 2010
\$167,338.75	15 December 2010
\$167,338.75	15 March 2011
\$167,338.75	15 June 2011

Year Four \$708,547

<u>Amount</u>	<u>On or About</u>
\$177,136.75	15 September 2011
\$177,136.75	15 December 2011
\$177,136.75	15 March 2012
\$177,136.75	15 June 2012

Year Five \$741,602

<u>Amount</u>	<u>On or About</u>
\$185,400.50	15 September 2012
\$185,400.50	15 December 2012
\$185,400.50	15 March 2013
\$185,400.50	15 June 2013

e. Financial Reporting Requirements: The recipient shall submit on a quarterly basis a Standard Form 272, Federal Cash Transactions Report (form available on web site <http://www.usamraa.army.mil>). Each report shall be submitted to the U.S. Army Medical Research Acquisition Activity, ATTN: [MCMR-AAA-R](#), 820 Chandler Street, Fort Detrick MD 21702-5014 in accordance with the following schedule:

<u>Period Covered</u>	<u>Due Date</u>
Jan - Mar	15 Apr
Apr - Jun	15 Jul
Jul - Sep	15 Oct
Oct - Dec	15 Jan

f. Interest Bearing Account. Unless exempted by applicable Treasury-State agreements in accordance with the Cash Management Improvement Act (CMIA) (31 U.S.C. 3335), the recipient shall deposit all advance payments in an interest bearing account. Interest over the amount of \$250 per year shall be remitted annually to the Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852. A copy of the transmittal letter stating the amount of interest remitted shall be sent to the U.S. Army Medical Research Acquisition Activity, ATTN:MCMR-AAA-R, 820 Chandler Street, Fort Detrick, MD 21702-5014.

3. PROHIBITION OF USE OF LABORATORY ANIMALS (JAN 2007) (USAMRAA)

**** PROHIBITION – READ FURTHER FOR DETAILS ****

Notwithstanding any other provisions contained in this award or incorporated by reference herein, the contractor is expressly forbidden to use or subcontract for the use of laboratory animals in any manner whatsoever without the express written approval of the US Army Medical Research and Materiel Command, Animal Care and Use Office (ACURO). The contractor will receive written approval to begin research under the applicable protocol proposed for this award from the US Army Medical Research and Materiel Command, ACURO, under separate letter. A copy of this approval will be provided to the US Army Medical Research and Acquisition Activity for the official file. Non-compliance with any provision of this clause may result in the termination of the award.

4. PROHIBITION OF HUMAN RESEARCH (JAN 2007) (USAMRAA)

**** PROHIBITION – READ FURTHER FOR DETAILS ****

Research under this award involving the use of human subjects, to include the use of human anatomical substances and/or human data, may not begin until the U.S. Army Medical Research and Materiel Command's Office of Research Protections, Human Research Protections Office (HRPO) approves the protocol. Written approval to begin research or subcontract for the use of human subjects under the applicable protocol proposed for this award will be issued from the US Army Medical Research and Materiel Command, HRPO, under separate letter to the contractor. A copy of this approval will be provided to the US Army Medical Research Acquisition Activity for the official file. Non-compliance with any provision of this clause may result in withholding of funds and or the termination of the award.

5. PROHIBITION OF USE OF HUMAN CADAVERS (JAN 2007) (USAMRAA)

**** PROHIBITION – READ FURTHER FOR DETAILS ****

Research under this award using human cadavers may not begin until the U.S. Army Medical Research and Materiel Command's Office of Research Protections, Human Research Protections Office (HRPO) approves the protocol. Written approval to begin research or subcontract for the use of human cadavers under the applicable protocol proposed for this award will be issued from the US Army Medical Research and Materiel Command, HRPO, under separate letter to the contractor. A copy of this approval will be provided to the US Army Medical Research Acquisition Activity for the official file. Non-compliance with any provision of this clause may result in withholding of funds and or the termination of the award.

6. SUPPORTING INFORMATION (APR 2008) (USAMRAA)

Information such as subawards, consultant agreements, vendor quotes, and personnel work agreements may be required in order to support proposed costs or to determine the employment status of personnel under the assistance agreement. The Government's receipt of this information does not constitute approval or acceptance of any term or condition included therein. The terms and conditions of the assistance agreement take precedence over any term or condition included in supporting information.

7. TRAFFICKING VICTIMS PROTECTION ACT (May 2008) (USAMRAA)

Trafficking in persons.

- a. **Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity-
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1125.
- d. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term;
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
 - i. Associated with performance under this award;

- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1125.

c. Provision applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2. or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 1. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For the purpose of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: 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.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

E. LAWRENCE BERKELEY NATIONAL LABORATORIES SPECIAL TERM

The Regents of the University of California have entered into a Management and Operating (M&O) Contract, DE-AC02-05CH11231, with the US Department of Energy for managing research and development operations at the Ernest Orlando Lawrence Berkeley National Laboratory (LBNL). This M&O contract provides the governmental requirements applicable to all operations performed at LBNL. The administrative requirements and cost principles applicable to this grant are as stated in AC02-05CH11231.

F. DEPARTMENT OF ENERGY (DOE) SPECIAL TERM

This agreement is entered into pursuant to the authority of the Economy Act of 1932 as amended (31 USC 1535) or other statutory authority references and adheres to Federal Acquisition Regulation 6.002 and other applicable Federal Laws and Regulations. To the best of our knowledge, the work requested will not place the DOE and its contractor in direct competition with the private sector. This is due to the fact that DOE is not competing against another organization, but rather competing in the scientific arena for support of research objectives.