CONSULTANT TERMS AND CONDITIONS

1) Changes and Suspension of Work

Leidos Biomed may, by written notice to Consultant at any time, make changes within the general scope of this Agreement. Leidos Biomed may, for any reason, direct Consultant to suspend, in whole or in part, the performance of services hereunder for such period of time as may be determined by Leidos Biomed in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, provided Consultant shall have notified Leidos Biomed in writing of any claim for such adjustment within 20 days from the date of notification of the change or suspension from Leidos Biomed. No such adjustment or any other modification of the terms of this Agreement or the scope of work will be allowed unless authorized by Leidos Biomed by means of a written modification to this Agreement. Consultant shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

2) Assignment

Neither this Agreement nor any interest herein may be assigned, in whole or in part, without the prior written consent of Leidos Biomed. In the event the Prime Contract is succeeded by a successor contractor selected by the Government, this Agreement may be assigned to the successor contractor.

3) Indemnification

The Consultant is solely responsible for any claims or causes of action that arise as a result of Consultant’s activities under this Agreement. Consultant shall indemnify, defend and hold Leidos Biomed and the Government harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Consultant’s (or any of Consultant’s lower-tier subcontractors, suppliers, employees, agents or representatives): (1) intentional misconduct, negligence, or fraud; (2) breach of any representation, warranty or covenant made herein; (3) breach of the confidentiality or disclosure provisions herein; (4) infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right; or (5) violation of any law or regulation. Notwithstanding the foregoing, Consultant’s obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of Leidos Biomed.
Leidos Biomed shall promptly notify the Consultant of any claim that is covered by this indemnification provision and shall authorize representatives of the Consultant to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

4) Disputes

4.a. Disputes Relating to the Prime Contract

If a decision relating to the Prime Contract is made by the Government Contracting Officer (CO) and such decision is also related to this Agreement, said decision, if binding upon Leidos Biomed under the Prime Contract shall in turn be binding upon Leidos Biomed and the Consultant with respect to such matter; provided, however, that if the Consultant disagrees with any such decision made by the Government CO and Leidos Biomed elects not to appeal any such decision, the Consultant shall have the right reserved to Leidos Biomed under the Prime Contract with the Government to prosecute a timely appeal in the name of Leidos Biomed, as permitted by the Prime Contract or by law, the Consultant is to bear its own legal and other costs. If Leidos Biomed elects not to appeal any such decision, Leidos Biomed agrees to notify the Consultant in a timely fashion after receipt of such decision and to assist the Consultant in its prosecution of any such appeal in every reasonable manner. If Leidos Biomed elects to appeal any such decision of the Government CO, Leidos Biomed agrees to furnish the Consultant promptly of a copy of such appeal. Any decision upon appeal, if binding upon Leidos Biomed, shall in turn be binding upon the Consultant. Pending the making of any decision, either by the Government CO or on appeal, the Consultant shall proceed diligently with performance of this Agreement.

If, as a result of any decision or judgment which is binding upon the Consultant and Leidos Biomed, as provided above, Leidos Biomed is unable to obtain payment or reimbursement from the Government under the Prime Contract for, or is required to refund or credit to the Government, any amount with respect to any item or matter for which Leidos Biomed has reimbursed or paid the Consultant, the Consultant shall, on demand, promptly repay such amount to Leidos Biomed. Additionally, pending the final conclusion of any appeal hereunder, the Consultant shall, on demand promptly repay any such amount to Leidos Biomed. Leidos Biomed's maximum liability for any matter connected with or related to this Agreement which was the subject of a claim against the Government under the Prime Contract shall not exceed the amount of Leidos Biomed's recovery from the Government.

The Consultant agrees to provide certification that data supporting any claim made by the Consultant hereunder is made in good faith and that the supporting data is accurate and complete to the best of the Consultant's knowledge or belief, all in accordance with the requirements of the Contracts Disputes Act of 1978 (41USC601-613) and implementing regulations. If any claim of the Consultant is determined to be based on upon fraud or
misrepresentation, the Consultant agrees to defend, indemnify, and hold Leidos Biomed harmless for any and all liability, loss, cost, or expense resulting there from.

Any dispute not addressed in paragraph (4.a.) above, will be subject to paragraph (4.b) as described below.

4.b. Disputes Relating to this Agreement

Leidos Biomed and the Consultant agree to first enter into negotiations to resolve any controversy, claim, or dispute ("dispute") arising under or relating to this Agreement. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Leidos Biomed and the Consultant agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Frederick, State of Maryland. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

The Consultant hereby waives any immunity, sovereign or otherwise, that it would otherwise have to such jurisdiction and agrees that its rights, obligations, and liabilities hereunder shall be determined in the same manner and to the same extent as those of a private litigant under like circumstances.

All costs of the arbitration shall be shared equally between the parties, but the parties specifically agree that each party shall bear the expense of any costs incurred by it for its own counsel, experts, witnesses, preparation of documents, presentations, and logistics related to the proceedings.

Pending any decision, appeal, or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, the Consultant shall proceed diligently with the performance of this Agreement.

5) Termination

5.a. Termination for Convenience

Leidos Biomed shall have the right to terminate this Agreement, in whole or in part, at any time, without cause, by providing written notice to the Consultant. Upon receiving notice of such termination, the Consultant shall: (1) stop all work on this Agreement on the date and to the extent specified; and (2) place no further lower-tier subcontracts hereunder except as may be necessary for completing such portions of this Agreement that have not been terminated.
Within 20 days from such termination, the Consultant may submit to Leidos Biomed its written claim for termination charges in the form prescribed by Leidos Biomed. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all Leidos Biomed’s liability arising out of such termination. Under no circumstances shall the Consultant be entitled to anticipatory or lost profits.

Leidos Biomed reserves the right to verify claims hereunder and the Consultant shall make available to Leidos Biomed, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g., time cards and receipts). If the Consultant fails to afford Leidos Biomed its rights hereunder, the Consultant shall be deemed to have relinquished its claim.

5.b. Termination for Default

Leidos Biomed may, by written notice of default to the Consultant, terminate the whole or any part of this Agreement, in any one of the following circumstances:

The Consultant fails to make delivery of the goods or to perform the services within time specified herein or any extension thereof.

The Consultant fails to perform any of the other provisions of this Agreement in accordance with its terms and does not cure such failure within a period of 10 days after receipt of notice from Leidos Biomed specifying such failure.

The Consultant becomes insolvent or the subject of proceedings under any law relating to the relief of debtors or admits in writing its inability to pay its debts as they become due.

If this Agreement is so terminated, Leidos Biomed may procure or otherwise obtain, upon such terms and in such manner as Leidos Biomed may deem appropriate, goods or services similar to those terminated. The Consultant shall be liable to Leidos Biomed for any excess costs of such similar supplies or services.

The Consultant shall transfer title and deliver to Leidos Biomed, in the manner and to the extent requested in writing by Leidos Biomed at or after termination, such complete or partially completed articles, property, materials, parts, tools, fixtures, plans, drawings, information, and contract rights as the Consultant has produced or acquired for the performance of the terminated part of this Agreement, and Leidos Biomed will pay the Consultant the Agreement price for completed articles delivered to and accepted by Leidos Biomed and the fair value of the other property of the Consultant so requested and delivered.

The Consultant shall continue performance of this Agreement to the extent not terminated. Leidos Biomed shall have no obligation to the Consultant with respect to the terminated part of this Agreement except as herein provided.
6) **Non-Waiver of Rights**

The failure of Leidos Biomed to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof.

7) **Legal and Interpretations**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland shall apply without regard to its conflict or choice of law provisions.

8) **Export Control Compliance for Foreign Persons**

The Consultant agrees to comply with all U.S. export control laws, including but not limited to the regulations of the U.S. Department of Commerce and/or U.S. Department of State. At all times, the Consultant shall comply with all applicable federal, state and local laws applicable to the export of any process, goods and/or technical data and information from the United States and within the U.S. to foreign nationals. Consultant acknowledges that when applicable, a failure to comply with all applicable laws may subject the Consultant to criminal liability under U.S. law and may result in termination of this Agreement. The Consultant shall include in all lower-tier subcontracts similar provisions as contained herein requiring compliance with all applicable laws. Furthermore, Consultant agrees that it shall not disclose, export, or re-export any Leidos Biomed information, or any process, product, or services produced under this Agreement, in violation of any restrictive legends placed on such items by Leidos Biomed, without the prior notification to Leidos Biomed. In addition, the Consultant agrees to immediately notify Leidos Biomed if the Consultant is listed on any of the Department of State, Treasury, or Commerce proscribed persons, organizations or destinations lists, or if the Consultant’s export privileges are otherwise denied, suspended, or revoked in whole or in part. Consultant shall not be required to accept any information or any work under this Agreement that requires access to information that is subject to export controls.

9) **Standards of Business Ethics & Conduct**

Leidos Biomed believes in fair and open competition and is committed to conducting its business fairly, impartially, and in an ethical and proper manner. If the Consultant has cause to believe that Leidos Biomed or any employee or agent of Leidos Biomed has acted improperly or unethically under this Agreement, the Consultant shall report such behavior to the Leidos Ethics Hotline 855-753-4367. Copies of the Leidos Biomed’s Code of Ethics and contacts for such reports are available under Corporate Governance at the following link: Standards of Business Ethics and Code of Conduct.
Leidos Biomed’s expectation is that the Consultant also will conduct its business fairly, impartially, and in an ethical and proper manner. Consultant is expected to conduct business in the following manner:

1. Be aware of and act in accordance with the applicable laws of the United States and other jurisdictions in which you are involved in business.
2. Adhere to the spirit of the law and observe standards of fair dealing and personal integrity.
3. Neither condone nor ratify any illegal or unethical acts for any reason.

In keeping with the above policy Consultant agrees that:

1. Consultant will not undertake any assignment that would be in conflict with assignments performed by Consultant or for other persons or organizations.
2. Consultant will fully disclose your relationship with Leidos Biomed to the Government or any others with whom Consultant has any dealings or contact regarding Leidos Biomed.
3. Consultant shall not provide or knowingly request or receive any information of the U.S. Government or of other companies or persons which cannot be legally disclosed, whether by reason of security classification or other legal restriction.
4. Consultant shall avoid even the appearance of a conflict of interest or other impropriety and shall:
   a. Comply with all laws or regulations relating to the standards of conduct of current or former U.S. Government officers or employees.
   b. Avoid any conduct which would cause any current U.S. Government officer or employee to violate any laws or regulations relating to standards of conduct.
   c. Comply with any legal restrictions on the use or disclosure of the information of other companies or persons.

In any dealings with a customer, supplier, or other person or entity you shall not request, accept, offer or give any payment or other significant thing of value, for the purpose or result of which could be interpreted as being intended to influence bona fide business decisions or relationships.

Any noncompliance with the Standards of Business Ethics and Conduct identified herein or non-ethical conduct, whether initiated on behalf of Leidos, you or another client, shall be considered a breach of this Agreement and result in its immediate termination.

10) **Compliance with Laws and Regulations**

[APPLICABLE TO DOMESTIC AGREEMENTS ONLY]

The Consultant shall submit all certifications required by Leidos Biomed under this Agreement and shall at all times, at its own expense, comply with all applicable Federal, State, and local laws, ordinances, administrative orders, rules, or regulations.
[APPLICABLE TO INTERNATIONAL AGREEMENTS ONLY]

The parties hereto represent and warrant that this Agreement and its performance do not violate any law, regulation, or policy of the United States or Insert Country. Either party hereto shall be relieved of its obligations to perform under this Agreement to the extent such performance would violate any law, regulation, or policy of the United States or Insert Country. When performing any work or services under this Agreement, the Consultant shall comply with all institutional, local, state, and national safety, health, and security regulations, laws, and customs of Insert Country to the extent that these do not conflict with the laws of the United States of America.

The Consultant shall comply with all applicable laws, rules, regulations, and public policies (“Laws”) that prohibit unethical conduct regarding the obtaining, retention, or conduct of business or an unfair advantage. The Consultant shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised anything of value to an official or employee of any Government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a Government, state-owned enterprise, international organization, or subdivision thereof (any such employee or official referred to collectively as “Official”), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (a) influence any official act or decision of such Official, or (b) induce such Official to use his influence to affect or influence any act or decision of any Government (or any subdivision thereof), or (c) assist the parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the parties in any respect.

Should the Consultant violate any of the Laws then: (1) Leidos Biomed shall have the right to immediately terminate this Agreement for cause; (2) Leidos Biomed shall have a right of action against the Consultant for the recovery of any monetary payment(s) or thing(s) of value made or given by the Consultant in breach of such Laws; and (3) the Consultant shall indemnify Leidos Biomed for any penalty, loss, or expenses incurred by Leidos Biomed as a result of the Consultant’s breach of any of its obligations under this Section.

11) Gifts

The Consultant shall not make or offer a gratuity or gift of any kind to Leidos Biomed’s employees or their families. The Consultant should note that the providing of gifts or attempting to provide gifts under Government Agreements might be a violation of the Anti-Kickback Act of 1986 (4 U.S.C. 51-58).

12) Notice of Delay

The Consultant agrees to immediately notify Leidos Biomed in writing of any actual or potential delay in the Consultant’s performance under this Agreement. Such notice shall, at a minimum, describe the cause, effect, duration, and corrective action proposed by the Consultant to address the problem. The Consultant shall give prompt written notice to the Leidos Biomed of all changes
to such conditions. This notification shall be informational only, and compliance with this provision shall not be construed as a waiver by Leidos Biomed of any delivery schedule or date or of any rights or remedies provided by law or under this Agreement.

13) Notification of Debarment/Suspension

By acceptance of this Agreement either in writing or by performance, the Consultant certifies that, as of the date of award of this Agreement, neither the Consultant, lower-tier subcontractors, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Further, Consultant shall provide immediate written notice to the Leidos Biomed Subcontracts Administrator in the event that during performance of this Agreement the Consultant or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

14) Severability

If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

15) Electronic and Information Technology Standards

When applicable, the Consultant agrees to comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998). Electronic and Information Technology (EIT) developed, procured, maintained, and/or used under this contract shall be in compliance with the “Electronic and Information Technology Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR Part 1194. The complete text of Section 508 Final Standards can be accessed at: http://www.section508.gov/index.cfm?FuseAction=content&ID=12. Applicable standards to this requirement are set forth in 36 CFR Part 1194.21 through 26.

16) Acceptance of Agreement and Modification of Terms

Acceptance of this Agreement by the Consultant may be made by signing the acknowledgement copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions, or differences in the terms proposed by the Consultant are objected to and hereby rejected, unless Leidos Biomed agrees otherwise in writing. No additional or different terms and conditions proposed by the Consultant in accepting this Agreement shall be binding upon Leidos Biomed unless accepted in writing by Leidos Biomed; and no other addition, alteration, or modification to, and no waiver of, any of the provisions herein contained shall be valid unless made in writing and executed by Leidos Biomed and the
Consultant. The Consultant shall perform in accordance with the Agreement Attachment 1: Statement of Work.

17) Reporting Matters Involving Fraud, Waste, and Abuse

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General’s Office in writing or on the Inspector General’s Hotline. The toll free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The website to file a complaint on-line is: http://oig.hhs.gov/fraud/hotline/ and the mailing address is:

US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

18) Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, terrorism, fires, floods, wars, acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises, or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event and to promptly notify the other of any actual or potential Force Majeure event.

19) Entire Agreement

The parties hereby agree that this Agreement, including all documents incorporated herein by reference or attached hereto, including the Confidential Disclosure Agreement executed by the parties, shall constitute the entire Agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements, or understandings of any kind, whether written or oral, relating to the subject matter hereof.

20) Information Security

The Consultant agrees that it will comply with all state and federal applicable Information Technology (IT) security and privacy requirements as mandated by law and applicable regulations. The Consultant shall be responsible for properly protecting all information used, gathered, or developed as a result of this Agreement and for the timely reporting of any breach of its IT security systems. The Consultant shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of all
sensitive information, data, and/or equipment (including but not limited to Government protection). Further, the Consultant shall be responsible for ensuring that its staff, employees, consultants and any agents acting on behalf are aware of these requirements and have received adequate IT security and privacy training to enable its compliance with this Section.


22) Organizational Conflict of Interest

The Consultant certifies that no financial, contractual, organizational, or other interest exists relating to the work under this Agreement that would constitute an Organizational Conflict of Interest or otherwise cause the Consultant to be unable or potentially unable to render impartial assistance or advice, impair objectivity in performing the work, or create an unfair competitive advantage for any entity wherein the Consultant has an interest. The Consultant is personally responsible for identifying any such Organizational Conflict of Interest, or any relationship or actions that might give the appearance that an Organizational Conflict of Interest exists or could reasonably be viewed as affecting the Consultant’s objectivity in performing the work under this Agreement. By signature the Consultant certifies the understanding of the above and that no Organizational Conflict of Interest exists that would affect this Agreement. The Consultant also indemnifies or otherwise holds harmless Leidos Biomed should an Organizational Conflict of Interest become apparent (not previously disclosed) during the life of this Agreement.

22.a. Financial Conflicts of Interest Certification

The Consultant certifies that it has a written policy and is in full compliance with the requirements of 45 CFR 94—Responsible Prospective Contractors and will maintain full compliance for the duration of this Agreement. The Consultant agrees to provide timely evidence of compliance upon the request of the Leidos Biomed Subcontracts Administrator. Additionally, the Consultant agrees to provide written notification to the Leidos Biomed Subcontracts Administrator of any Financial Conflicts of Interest, as defined in 45 CFR §94.3—Definitions, related to the work under this Agreement within 30 days of learning of the conflict. The Consultant further agrees to submit for Leidos Biomed Subcontracts Administrator’s approval any management plan developed in response to a Financial Conflict of Interest related to the work being performed under this Agreement.

Failure to demonstrate compliance with 45 CFR 94 or to provide timely disclosure of any Financial Conflict of Interest to the Leidos Biomed Subcontracts Administrator may be considered a material breach of this Agreement.
23) **Prohibition on Involvement with Terrorist Activities**

The Consultant acknowledges that U.S. Executive Orders, Laws, and Regulations, under the U.S. Departments of Commerce, State, and Treasury, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of the Consultant to ensure compliance with such Executive Orders, Laws, and Regulations. This clause must be included in all lower-tier subcontracts issued under this Agreement.

24) **Hotel and Motel Fire Safety Act of 1990 (P.L. 101-391)**

Pursuant to Public Law 101-391, no Federal Funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic. Public accommodations that meet the requirements can be assessed at: [http://www.usfa.fema.gov/hotel/index.htm](http://www.usfa.fema.gov/hotel/index.htm).

25) **Protected Information Certification**

**[APPLICABLE TO DOMESTIC AGREEMENTS ONLY]**

This certification applies only to information protected under all applicable privacy laws, regulations and contract requirements used, accessed, accessible, transported, transmitted, stored, safeguarded, destroyed, or otherwise interacted with (hereinafter “used”) in connection with this Agreement, even if only incidental to the work performed. Protected Information includes without limitation all information identifiable to an individual as well as protected health information as such term is defined under the Health Insurance Portability and Accountability Act of 1996 as amended. The Consultant hereby certifies that it:

1. Has developed and implemented policies and procedures necessary to comply with all applicable privacy laws, regulation and Agreement requirements;
2. Upon request, will provide a listing of all Consultant policies related to the use of protected information;
3. Trains any and all personnel working in connection with this Agreement regarding Consultant protected information-related policies, and requires such individuals to take refresher training no less than annually;
4. Has a plan or procedure to validate compliance with its protected information-related policies;
5. Regularly assesses and updates its protected information-related policies; and
6. Will include this certification, in its entirety and unaltered, of each lower-tier subcontractor working in connection with this Agreement.

**[APPLICABLE TO INTERNATIONAL AGREEMENTS ONLY]**
Work in connection with this Agreement may require the Consultant to perform research or research-related services that takes place entirely and exclusively outside of the United States, and where such services are subject to the oversight of an Approval Authority. An Approval Authority is an institutional review board, government agency, or other entity with responsibility for assessing and approving risks to human research subjects in connection with such research or research-related services. This certification is limited to services that involve subject information protected under any applicable privacy law or regulation (collectively “privacy laws”) either (a) in effect in the country or countries in which such information is used, accessed, accessible, transported, transmitted, stored, safeguarded, destroyed, or otherwise interacted with; or (b) applicable to nationals of a country in which Consultant performs services regardless of whether the research or services are performed in that jurisdiction. This certification applies even if access or interaction with such protected information is only incidental to the work performed. Protected information includes without limitation all information identifiable to individual as well as protected health information. The Consultant hereby certifies that it:

1. Agrees to comply with all Agreement requirements related to the protection of information;
2. Agrees to comply with any agreements made with patients/donors regarding the use or protection of data provided during the performance of work in support of Leidos Biomed including any form of consent to the use or disclosure of protected information (e.g., informed consent forms, study enrollment forms, website privacy policies);
3. Has developed and implemented policies and procedures necessary to comply with all applicable privacy laws;
4. Has developed and implemented policies and procedures necessary to comply with all applicable requirements of an applicable Approval Authority;
5. Upon request, will identify all of its privacy and research policies;
6. Trains any and all personnel assigned to provide services to Leidos Biomed on the privacy and research policies, and requires such individuals to take refresher training no less than annually;
7. Has a plan or procedure to validate compliance with its privacy and research policies;
8. Regularly assesses and updates its privacy and research policies; and
9. Will include this certification, in its entirety and unaltered, of each lower-tier subcontractor working in connection with this Agreement.

26) Foreign Corrupt Practices Act [APPLICABLE TO INTERNATIONAL AGREEMENTS ONLY]

The Consultant shall abide by all provisions of the Foreign Corrupt Practices Act, which may be found for reference at http://www.justice.gov/criminal/fraud/fcpa.

27) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

Pursuant to the current HHS annual appropriations act, the Consultant shall not use Agreement funds to support activities that promote the legalization of any drug or other substance included
in Schedule I of the schedules of controlled substances established under Section 202 of the
Controlled Substances Act (21 U.S.C. 812), except for normal and recognized executive-
congressional communications. This limitation shall not apply when the Government determines
that there is significant medical evidence of a therapeutic advantage to the use of such drug or
other substance or that federally sponsored clinical trials are being conducted to determine
therapeutic advantage.

28) Packaging, Marking and Shipping

All deliverables required under this Agreement shall be packaged, marked and shipped in
accordance with this Agreement. At a minimum, all deliverables shall be marked with Prime
Contract Number, Prime Contract Task Order Number, Agreement Number and Consultant Name.
Consultant shall guarantee that all required materials shall be delivered in immediate usable and
acceptable condition. All packages, markings and shipments must be in compliance with
applicable federal and international regulations including, but not limited to: Department of
Transportation Regulations, Export Administration Regulations (EAR), Federal Aviation
Administration (FAA) Regulations, International Air Transport Associations (IATA) dangerous
goods regulations, Hazardous Materials Regulations (49 CFR 171-180), and Occupational Safety
and Health Standards (29 CFR 1910.1030).

Any additional packaging, marking and shipping specifications shall be identified in Agreement
Attachment 1: Statement of Work.

29) Dissemination of False or Deliberately Misleading Information

Consultant shall not use Agreement funds to disseminate information that is deliberately false or
misleading.

30) Restriction on Pornography on Computer Networks

Consultant shall not use Agreement funds to maintain or establish a computer network unless
such network blocks the viewing, downloading and exchanging of pornography.

31) Gun Control

Consultant shall not use Agreement funds in whole or in part, to advocate or promote gun control.

32) Access to NIH Electronic Mail

Consultant staff that have access to and use of NIH electronic mail (e-mail) must identify
themselves as contractors on all outgoing e-mail messages, including those that are sent in reply
or are forwarded to another user. To best comply with this requirement, Consultant staff shall set
up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each
Consultant employee’s computer system and/or Personal Digital Assistant (PDA) that will
automatically display "Contractor” in the signature area of all e-mails sent.
33) Observance of Fort Detrick Regulations

Because the Frederick National Laboratory for Cancer Research campus is located adjacent to Fort Detrick, Consultant and its employees, when on the Frederick National Laboratory for Cancer Research campus, shall observe the rules and regulations as prescribed by the authorities of that installation. In the event Consultant deems such rules and regulations to be not applicable or inappropriate, written relief or deviation thereto shall be requested in writing from the Leidos Biomed Subcontracts Administrator.

34) Number of Days

It is agreed and understood that all number of days stated within this Agreement are assumed to be business days unless otherwise specified.

35) Survival

All relevant terms and conditions of this Agreement, including but not limited to the provision in the following Sections: Assignment, Indemnification, Disputes, Termination and Export Control Compliance of Foreign Persons shall survive the termination or expiration of this Agreement.