AGREEMENT 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 (even if directed by the Government) 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

3.a. General Indemnification

Consultant shall at all times indemnify, defend and hold harmless Leidos Biomed and the Government and their respective employees, officers and directors, agents, attorneys, and affiliates (hereinafter "Indemnitees" or "Indemnitee") from and against any and all causes of action, claims, losses, demands, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses, including legal fees and court costs, of every kind, nature, and description whatsoever (collectively, "Claims") brought by third parties that are based upon, arising out of, or otherwise related to, whether in whole or in part, the actions of Consultant or any of Consultant's employees, vendors, suppliers, non-employee traveler, agents or representatives. This indemnification requirement shall include, without limitation any Claim resulting from: (1) personal injury or death of an individual, or any damage to property, including property of Leidos Biomed or property of the Government; (2) intentional misconduct, negligence, or fraud; (3) any actual or alleged actions or omissions or dishonesty; (4) Consultant's breach of any term or provision of this Agreement; (5) the failure of any representation or warranty of

Consultant to be true, accurate and complete; or (6) any violation of any domestic Federal or State law, regulation, ordinance, code, standard, order, notice, or decree of any municipal, local, state, federal or governmental authority or, where applicable, any violation of any foreign law, regulation, ordinance, code, standard, order, notice, or decree of any municipal, local, state, federal or governmental authority.

3.b. Intellectual Property Indemnification

Consultant shall at all times indemnify, defend and hold harmless Indemnitees from and against any and all Claims that are based upon, arising out of, or resulting from any allegation that any deliverable furnished by Consultant or any of Consultant's employees, vendor, suppliers, non-employee traveler, agents or representatives infringes any third party's patent, trademark, copyright, trade secret or any other intellectual property right.

Notwithstanding this Section, should the deliverables, or any portion thereof, be held to constitute an infringement and use as contemplated by this Agreement be enjoined or be threatened to be enjoined, Consultant shall notify Leidos Biomed and immediately, at Consultant's expense: (1) procure for Leidos Biomed the right to continue to use the deliverables or portion thereof, as applicable or (2) replace or modify the deliverables or portion thereof with a version that is non-infringing, provided that the replacement or modified version meets any applicable specifications to Leidos Biomed's satisfaction. If the remedy described herein is not available to Consultant, in addition to any damages or expenses reimbursed under this Section, Consultant shall refund to Leidos Biomed all amounts paid to Consultant by Leidos Biomed under this Agreement.

3.c. Environmental and Health and Safety Indemnification

Consultant shall be solely and fully responsible for the health, safety and protection of the general public and any employee, vendors, suppliers, non-employee traveler, agents or representatives of Consultant and, who are present on or in the vicinity of the Consultant's worksite or where the work will be performed, and shall take all actions necessary for such health, safety and protection. Consultant and its employees, subcontractors, vendors, suppliers, non-employee traveler, agents or representatives, hereby agree to comply with all domestic and foreign (where applicable), laws, regulations, ordinances, codes, standards, orders, notices, or decrees of any municipal, local, state, federal or governmental authority, as well as any other requirements concerning health and safety, as shall be applicable to the work to be performed hereunder, including but not limited to, any biosafety requirements, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued hereunder, including state-approved plans, laws and regulations and Government requirements. When applicable, Consultant shall be responsible for preparing a site-specific health and safety plan covering all aspects of its work in accordance with any and all domestic and

foreign (where applicable), laws, regulations, ordinances, codes, standards, orders, notices, or decrees of any municipal, local, state, federal or governmental authority, as well as any other requirements concerning health and safety. Consultant shall at all times indemnify, defend and hold harmless Indemnitee from and against any and all Claims that are based upon, arising out of, or resulting from any allegation that Consultant or any of Consultant's employees, vendors, suppliers, non-employee traveler, agents, or representatives have failed to comply with the requirements of this Section 3.c.

3.d. Indemnification Procedures

Leidos Biomed shall authorize Consultant or representatives of Consultant to settle or defend any such Claim or suit and to take charge of any litigation in connection therewith; however, Consultant shall not settle any action, suit or proceeding in any manner that would impose any fine or other obligation or restriction on Indemnitees or require an Indemnitee to admit liability or wrongdoing without the Indemnitee's prior written consent. A party shall promptly notify the other party of any Claim that is covered by Sections 3.a. General Indemnification; or 3.b. Intellectual Property Indemnification; or 3.c. Environmental and Health and Safety Indemnification; however, the failure of such notice shall not relieve Consultant of its obligations under this Section except to the extent Consultant is prejudiced by Leidos Biomed's failure to give notice. The Indemnitees have the right to participate in the defense against any Claims with counsel of its choice and at its own expense but may not confess judgment, admit liability or take any other actions prejudicial to the defense. Neither Consultant nor Leidos Biomed will unreasonably withhold its or their consent to any proposed settlement.

Notwithstanding the foregoing, Consultant's obligations under this Section 3. 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.

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 stop all work on this Agreement on the date and to the extent specified.

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 Construction 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.

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. S

Consultant acknowledges that when applicable, a failure to comply with all applicable laws may subject Consultant to criminal liability under U.S. law and may result in termination of this Agreement.

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

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.

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 parties hereto represent and warrant that this Agreement and its performance do not violate any law, regulation or policy of the United States of America or FOREIGN 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 Unites States or FOREIGN COUNTRY. When performing any work or services under this Agreement, Consultant shall comply with all institutional, local, state and national safety, health and security regulations, laws and customs of FOREIGN COUNTRY to the extent that these do not conflict with the laws of the United States of America (U.S.).

Notwithstanding stated requirements elsewhere in this Agreement, the following requirements are set forth under this specific Section:

1. Without limiting the generality of the foregoing, Consultant must comply with the U.S. Foreign Corrupt Practices Act ("FCPA"). Consultant and its representatives, agents, subcontractors and third parties shall not, under any circumstances:
    - give, promise, offer, or authorize anything of value (tangible or otherwise);

- directly or indirectly, to a Covered Person (as defined below);
- to induce the Covered Person to take or refrain from taking any action (official or otherwise), use the Covered Person's influence with any party, violate a duty that the Covered Person owes to his/her employer, or in order to obtain an improper advantage, and
- for the purpose of assisting Leidos Biomed in obtaining or retaining business or directing business to any person or entity.

2. For purposes hereof, the term "Covered Person" shall include: (1) an officer, employee, agent or representative of any local, regional or national government, including any department, agency, or instrumentality, or subdivision thereof); (2) an officer, employee, agent or representative of any public international organization (such as the United Nations); (3) an officer, director, employee, agent or representative of a company owned or controlled, in whole or in part, by any government; (4) a political party, a candidate for political office, or a political party official (but excluding "rank and file" members with no special duties or positions); (5) a person acting in an official capacity on behalf of any of the persons or entities listed in (1) through (4) above; (6) an officer, director, employee, or agent of a Leidos Biomed private sector business partner; and (7) any family relative of any of the persons listed above.
3. Consultant represents, warrants, and covenants that none of its officers, directors, employees, or third parties are Covered Persons. Consultant shall immediately notify Leidos Biomed in writing in the event that any such persons become Covered Persons during the term of this Agreement. In the event Consultant wishes to engage a Covered Person, Consultant must obtain Leidos Biomed written pre-approval and comply with local laws and procedures that apply to the engagement.
4. Facilitation payments are prohibited under this Agreement. Consultant and its representatives, agents, lower-subcontractors and third parties must not give, offer, promise, or authorize a facilitating or expediting payment to a Covered Person. A "facilitating or expediting payment" is a payment to further a non-discretionary routine governmental action, such as processing visas, Customs clearances, providing police protection or mail service, and supplying utilities, such as phone service, power, and water.
5. Consultant shall be responsible for ensuring compliance of its representatives, agents and third parties, including obtaining all applicable permits, licenses, or government approvals necessary for compliant performance under this Agreement. All such parties shall be trained, in a manner satisfactory to Leidos Biomed, for anticorruption compliance including, without limitation, the U.S. FCPA, and provide certification of compliance with such laws and regulations before performing under this Agreement.
6. Consultant and its representatives, agents, and third parties must maintain detailed and accurately recorded payments in accordance with generally accepted accounting principles when made by Consultant or its officers, directors, employees, and third parties on behalf of Leidos Biomed, or out of funds provided by Leidos Biomed. Consultant and

its representatives, agents and third parties must keep copies of receipts of all expenses where applicable for payments made on Leidos Biomed's behalf throughout the term of this Agreement. Upon Leidos Biomed's written request, Consultant must provide Leidos Biomed within a commercially reasonable period of time copies of any requested receipts, records of payments, and accounting in connection with this Agreement.

7. Leidos Biomed shall have the right to audit Consultant's books, records, and accounts for the purpose of confirming Consultant's compliance with the terms of this Agreement. Leidos Biomed shall have the right to conduct such audit directly, or to engage qualified external auditors to conduct such audit on its behalf. Such audit shall be conducted at Leidos Biomed's expense. Leidos Biomed shall furnish Consultant with no less than 48 hours prior notice prior to commencing such audit. Consultant agrees, and shall cause its officers, directors, employees, representatives, agents and third parties, to cooperate with such audits.
8. Consultant agrees to provide annual, or upon request, certification to Leidos Biomed in writing of its continuing compliance with applicable laws, and the provisions set forth above whenever requested in writing by Leidos Biomed.
9. Consultant must flow down all the terms in this Section to its or third parties performing services in connection with this Agreement.
10. If Leidos Biomed considers Consultant's performance deficient or non-compliant under the conditions and requirements in this Section, Leidos Biomed may take appropriate action, including terminating this Agreement or its relationship with Consultant.
11. If Leidos Biomed has reason to believe that Consultant has breached, or is reasonably likely to breach, Consultant's representations, warranties, or covenants under this Section, then: (1) Leidos Biomed may terminate this Agreement immediately for default; (2) Leidos Biomed has a right of action against Consultant for the recovery of any monetary payments or anything of value given, paid, or made by Consultant in breach of this Section; and (3) Consultant must indemnify Leidos Biomed for any penalty, loss, or expense incurred by Leidos Biomed due to Consultant's breach 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, 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) Security

Under the Prime Contract, Leidos Biomed may be required to conduct, on persons performing work on Government owned or controlled installations, individual background checks prior to the commencement of effort. As part of this process, information will be required to enable Leidos Biomed to conduct the appropriate background checks, including name (including any aliases), daytime phone number, SSN, date of birth and country of birth. Individuals who are unable or unwilling to provide the required information and/or receive the required authorizations will not be allowed access to the Frederick National Laboratory for Cancer Research or any controlled premises.

15) Tobacco Use at the Frederick National Laboratory for Cancer Research Campus

In accordance with the HHS directive, the Frederick National Laboratory for Cancer Research campus is a tobacco free workplace. Use of tobacco in any form is prohibited on the entire Frederick National Laboratory for Cancer Research campus. This includes personal vehicles while on the Frederick National Laboratory for Cancer campus and all Government vehicles, regardless of their location.

This policy applies to all employees, Government and Leidos Biomed, visitors, subcontractors, vendors and guests of the Frederick National Laboratory for Cancer Research and extends to all HHS owned or leased facilities and properties external to the Frederick National Laboratory for Cancer Research campus where the sole tenant(s) are HHS and/or Leidos Biomed employees.

16) 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.

17) 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.

18) 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.

19) 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

20) 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.

21) 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.

22) 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.

[APPLICABLE TO CONSULTANT'S THAT WILL BE ISSUES A PIV CARD]

23) Homeland Security Presidential Directive (HSPD-12)

Consultant and its employees shall comply with Homeland Security Presidential Directive (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS (HSPD-12) Policy; and Executive Order 13467, Part 1 §1.2. For additional information, see (HSPD-12) Policy available at: www.dhs.gov/homeland-security-presidential-directive-12.

24) 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.

25) 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.

26) 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.

27) 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; and
5. Regularly assesses and updates its protected information-related policies.

[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; and
8. Regularly assesses and updates its privacy and research policies.

28) Foreign Corrupt Practices Act

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.

29) 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.

30) 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.

31) Dissemination of False or Deliberately Misleading Information

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

32) 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.

33) Gun Control

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

34) 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.

35) 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.

36) Number of Days

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

37) 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 NIH Return to Physical Workspaces- Coronavirus Disease 2019 (COVID-19)

38) NIH Return to Physical Workspaces- Coronavirus Disease 2019 (COVID-19)

Consultant may be requested by Leidos Biomed or NIH to submit to COVID-19 testing, in accordance with the NIH policy, in order to work in an NIH facility or a Leidos Biomed Leased Facility. If required by NIH policy, personnel who test positive for COVID-19 or who do not wish to submit to COVID-19 testing will not have access to or be permitted to work in an NIH facility or Leidos Biomed Leased Facility until they have satisfied the access requirements in the NIH policy. Agreement personnel’s decision to opt out of COVID-19 testing will not constitute grounds for any

performance delays or establish any government or Leidos Biomed liability for additional cost. Leidos Biomed may determine that an excusable delay/force majeure is appropriate under the applicable Clauses (e.g., 52.242-14 (Suspension of Work), 52.242-15 (Stop -work Order), 52.249-14 (Excusable Delays), Force Majeure, and 52.212-4(f) (Excusable Delays)) in cases where positive testing results is recorded and Agreement personnel must be quarantined due to an exposure to COVID-19. However, cases where a positive test result is recorded will not establish any government or Leidos Biomed liability for additional cost. Testing conducted by Leidos Biomed through the NIH Occupation Medical Services (OMS) falls within Privacy ACT System of Records, 09-25-2015, Administration: Health records of Employees, Visiting Scientists and Others Who Receive Medical Care through Employees Health Unit, HHS/NIH/ORS. Information regarding the Countermeasures Injury Compensation Program under the Health Resources and Services Administration is available at 1-855-266-2427 or http://www.hrsa.gov/cicp/.

Additional information pertaining to COVID requirements is available at https://ncifrederick.cancer.gov/ehs/Safety/Construction/PandemicInfo.aspx. For question, contact Leidos Biomed EHS at NCI-FrederickEHS@mail.nih.gov.Compliance of Foreign Persons shall survive the termination or expiration of this Agreement.