

ADDENDUM: PROJECT AGREEMENT [AWARD #]

The following provisions are hereby incorporated and made a part of CRDF Project Agreement in [Award #]. Unless otherwise defined herein, the terms in this addendum shall have the same meaning as those terms defined elsewhere in the standard Project Agreement.

Unless otherwise indicated, all other terms and conditions of the standard Project Agreement [Award #] remain unchanged and in full force.

Article A-VII: Reporting Requirements

- (B) (9) Any reallocation between budget categories not previously approved that is equal to or exceeds 25% of the budgeted category amount or 10% of the total award amount, whichever is greater.

Article A-X: Intellectual Property

- (B) (4) Each Principal Organization shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce and publicly distribute reports delivered to CRDF under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

Article A-XIII: Liability

- (A) CRDF shall defend, indemnify and hold U.S. Principal Organization, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CRDF, its officers, employees or agents.
- (B) U.S. Principal Organization shall defend, indemnify and hold CRDF, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of U.S. Principal Organization, its officers, employees or agents.
- (C) Deleted in its entirety.

Article A-XXII: Governing Law

Deleted in its entirety.

Article A-XXIII: Suspension and Termination

- (A) Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the event of termination by CRDF, U.S. Principal Organization shall be reimbursed for all expenses incurred to the effective date of such termination, including uncancelable obligations and reasonable closeout costs.
- (B) Deleted in its entirety. Due to this deletion (C) becomes (B); (D) becomes (C).
- (E) For projects involving Third Party Contributions wherein contributions have been deposited with CRDF, the unobligated prorated balance of the contribution shall be returned to the contributing organization within thirty (30) days of the date of termination. CRDF shall not be required to pay interest on any third party funds held by CRDF under this Agreement.

Article C-V: Additional Insurance Requirements

- (A) The Principal Organization agrees to obtain and maintain throughout the term of this Agreement appropriate policies ("Policies") of insurance or comparable programs of self-insurance, as will protect the named insured and CRDF from claims of bodily injury, death or property damage that may arise from any activities of the Principal Organization, or their respective officers, directors, agents, or employees, related to the project. Such Policies or comparable programs of self-insurance shall provide coverage for workers' compensation, comprehensive general liability, vehicular and all-risk property insurance, and (but only if and to the extent available at a cost reasonably satisfactory to the parties giving consideration to the nature of the obligations to be performed hereunder and the services which are the subject hereof) "errors and omissions" liability and malpractice liability insurance, having such limits and deductibles, and upon such terms and conditions as are mutually acceptable to the parties. A duplicate original of each Policy and certificates of renewal of each Policy required under this Section will be given to each party upon request. Each of the Policies shall include provisions naming the CRDF as an additional insured.

U.S. Civilian Research and Development Foundation for the Independent States of the Former Soviet Union
1530 Wilson Boulevard, Arlington, VA 22209

Signature of Principal Investigator

Date

Signature of Authorized Institutional Representative

Date

Print Name and Title

ON BEHALF OF THE CRDF:

William O'Callaghan, Chief Financial Officer

Date

