

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

SECTION C: CONDITIONS SPECIFIC TO U.S. AWARD RECIPIENTS

Article C-I: Payments to U.S. Award Recipients

(A) U.S. Participant Expenses

- (1) U.S. Participant expenses may not exceed 20% of the total award amount unless otherwise provided for in this Project Agreement.
- (2) U.S. Participant Expenses may include participant travel, student stipends, and/or expendable materials and supplies. Funding available is detailed in the Project Agreement and Schedule of Payments.
- (3) U.S. Participant expenses will be paid on a cost-reimbursable basis upon receipt of an authorized invoice from the U.S. Principal Organization. Invoices may be submitted no more frequently than monthly. All invoices must reference the CRDF Award Number.
- (4) Indirect costs and overhead are not allowable expenses for U.S. Principal Organizations under this Agreement.
- (5) Salaries, benefits and other related labor costs for the U.S. Principal Investigator or other U.S. participants, other than for approved recipients of student stipends, may not be paid from funds provided under this award.
- (6) If authorized, in writing, by the U.S. Principal Organization, CRDF will reimburse the Principal Investigator directly for allowable travel expenses.
- (7) U.S. For-Profit Principal Organizations may not receive CRDF funds under this Agreement.
- (8) Payment for U.S. Participant expenses will be made via wire transfer to the bank account identified in APPENDIX B2.

Article C-II: Nondiscrimination - U.S. Primary Organizations

This Agreement and any program assisted thereby are subject to the provisions of Title VI of the Civil Rights Act of 1964 (PL 88-352), the regulations issued pursuant thereto by the NSF (45 CFR Part 611), and the Assurance of Compliance which the U.S. Principal Organization has filed with the NSF or CRDF. No person on grounds of race, color, national origin, or handicap, shall be excluded from participating in, be denied benefits of, or be otherwise subjected to discrimination under this Agreement. In addition, if this project involves an education activity or program, as defined by Title IX of the Education amendments of 1972 (PL 92-318; 20 U.S.C. 1681-1686), no person shall be excluded from participation in the project on the basis of gender.

Further, by acceptance of this Agreement, the U.S. Principal Organization assures CRDF that it will comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the NSF Implementing regulations (45 CFR Part 605) effective March 1, 1982 and any subsequent modifications or additions thereto.

The U.S. Principal Organization shall complete an Assurance of Compliance with Title VI of the Civil Rights Act of 1964. Civil Rights Act assurances may be filed with the CRDF in one of two ways:

- (1) by written notification that the appropriate Assurance of Compliance form has been executed and filed either with the NSF or the U.S. Department of Health and Human Services; or
- (2) by executing and filing with CRDF an NSF Assurance of Compliance Form.

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Article C-III: Clean Air & Water – U.S. Primary Organizations

(This Article applies only to awards over \$100,000, or in the event that a facility to be used for project-related work has been the subject of a conviction under the Clean Air Act [42 U.S.C. 7413(c)(1)] or the Clean Water Act [42 U.S.C. 1319(c)] and is listed by the EPA, or the award is not otherwise exempt.)

The U.S. Principal Organization agrees as follows:

To comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. 7414] and Section 308 of the Clean Water Act [33 U.S.C. 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued thereunder before the execution of this Agreement.

That no portion of the work required under this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that this Agreement was executed or subsequently added to that list unless and until the EPA eliminates the name of such facility or facilities from such listing.

To use its best efforts to comply with clean air standards and clean water standards at the facility in which the work under this Agreement is to be performed.

To insert the substance of the provisions of this article into any non-exempt subcontracts.

Article C-IV: Animal Welfare – U.S. Primary Organizations

Any U. S. organization performing research on vertebrate animals under this Agreement is required to comply with the Animal Welfare Act [7 U.S.C. 2131 et seq.] and the regulations promulgated thereunder by the Secretary of Agriculture [9 CFR, 1.1-4.11] pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching, or other activities supported by Federal Awards.

The U.S. Principal Organization is expected to ensure that the guidelines described in the National Academy of Science (NAS) Publication, *"Guide for the Care and Use of Laboratory Animals,"* (1996) are followed; and to comply with the *"U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training"* (included as Appendix D to the NAS Guide).

In the event the Principal Organization's multi-project assurance is cancelled or lapses, the Principal Organization must immediately notify the CRDF Award Administration Representative identified in this Project Agreement.

NOTE: The awardee may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the research facility is located. The location of an appropriate APHIS Regional Office, as well as information concerning this program, may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, MD 20782.

Awards to U.S. grantees for projects involving the care or use of vertebrate animals at a foreign institution or foreign field site also require approval of research protocols by the U.S. grantee's IACUC. If the project is to be funded through an award to a foreign institution or through an individual fellowship award that will support activities at a foreign institution, CRDF will require a statement of compliance that the activities will be conducted in accordance with all applicable laws in the foreign country and that the International Guiding Principles for Biomedical Research Involving Animals (see <http://www.cioms.ch/>) will be followed.

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, 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, Project Participant or any other person or their respective officers, directors, agents, or employees, related to the project. Such Policies shall

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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 insured and shall deny to the insurer rights of subrogation against the other party (provided such denial is reasonably obtainable without invalidating the insurance so provided or disproportionately increasing the premiums therefore.)

- (B) The Policies shall be non-cancellable and non-amendable unless notice in writing is given to the other party not less than ten (10) days prior to the effective date of any cancellation or amendment (but such notice shall not derogate from the continuing obligation to maintain insurance pursuant to this Agreement). If any Policy is a claims made policy and not an occurrence policy, either appropriate claims made or tail insurance shall be maintained in full force for that period of time, after termination of this Agreement, required under applicable law to continue to provide insurance protection to both parties pursuant to this Agreement, with respect to occurrences prior to the termination of this Agreement.

