Attachment 2a
Research Subaward Agreement
PTE Federal Award from BARDA (HHS/ASPR)

Attachment 3A
Research Subaward Agreement
Pass-Through Entity Contacts

PTE Name: Trustees of Boston University		
Address: 881 Commonwealth Avenue		
City: Boston	State: MA	Zip Code + 4: 02215-1300
Institution Type : Educational Institution	Congressional District: 07	Registration current in SAM? Yes ☒ No ☐

PTE Administrative Contact		
Name: [redacted]		
Address: [redacted]		
City: Boston	State: MA	Zip Code + 4: 02215-1300
Telephone: [redacted]	Fax: 617-353-6740	
E-Mail: [redacted]		

PTE Principal Investigator		
Name: Kevin Outterson, Professor, Boston University		
Address: [redacted]		
City: Boston	State: MA	Zip Code + 4: 02215-1401
Telephone: [redacted]	Fax:	
E-Mail: [redacted]		

PTE Financial Contact		
Name: [redacted]		
Address [redacted]		
City: Boston	State: MA	Zip Code + 4: 02215-1300
Telephone [redacted]	Fax: [redacted]	
E-Mail: [redacted]		

PTE Authorized Official		
Name: Various		
Address [redacted]		
City: Boston	State: MA	Zip Code + 4: 02215-1300
Telephone: [redacted]	Fax: [redacted]	
E-Mail: [redacted]		

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Attachment 4
Research Subaward Agreement
Reporting Requirements

Subrecipient agrees to the following:

☒ A **final progress report** will be submitted to the CARB-X [redacted] within 30 days after the end of the period of performance.

☒ **Quarterly progress reports** will be submitted to CARB-X through the Status Activity Report (STAR) of the CARB-X Digital Resources (CDR) system on a date that will be determined in advance with the CST. Reports should include programmatic components as detailed in Att 2a, PTE Prime Award Attachment B/Reporting Table, as applicable to Subrecipient. Quarterly progress reports are not required for the period when the final report is due.

☒ **Monthly invoices and financial reports** will be submitted through STAR within 3 business days of the close of monthly books. These reports should include financial (sponsored and cost-share) components as detailed in Att 2a, PTE Prime Award Attachment B/Reporting Table, as applicable to Subrecipient. Negative reports are required. Monthly reports are not required for the period when the final report is due.

☒ **Company Support Team Meetings**: For all formal CST Meetings noted in Attachment 6, Article III, to be held at a frequency determined in advance by the CST, Subrecipient will submit: (1) an agenda for each meeting at least 5 business days in advance of meeting; and (2) meeting minutes within 5 business days after each such meeting. Final agendas and minutes will be saved in CDR by Subrecipient.

☒ **Clinical Studies Status Updates**: Subrecipient shall provide the CARB-X Senior Project Manager with a status update of clinical studies that are actively enrolling patients to include by study site: cumulative enrollment; new enrollments; screen failures; patients dropped from study; AE and SAEs; activation or inactivation of study sites; investigator appointments or changes; and status of IRB/IEC review/approval/renewal. Status update shall also include a report of all changes in the status of any ongoing clinical study protocols (see Attachment 4a below). Subrecipient shall provide such status updates on a monthly basis.

☒ **CARB-X Clinical Teleconferences**: Starting one month prior to clinical study startup activities and through last subject, last visit, Subrecipient, PTE and BARDA will have CARB-X Clinical Teleconferences every two weeks. If PTE and BARDA determine that longer follow-up is required, the meetings will be scheduled beyond last subject, last visit (see Att 2a, PTE Prime Award, Clinical Terms of Award).

☒ **Invention Reports**: In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact within 30 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE PI within 30 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is required.

☒ **Annual property inventory reports** will be submitted to PTE's Administrative contact within 30 days after the end of each 12-month period. A final report is due 30 days after the project end date. The Subrecipient will submit property inventory reports using Tangible Property Report (SF 428).

☒ **Other Special Reporting Requirements**:
Subrecipient invoices and monthly financial reports will be submitted through the CARB-X Digital Resources system using the Status Activity Report (STAR).

See also Att 4a (Adhoc Reporting Requirements).

All reports shall be in English. All information provided to PTE under this Subaward Agreement may be shared with members of the CARB-X Joint Oversight Committee, which includes representatives from the Wellcome Trust, BARDA, NIAID, UK/DHSC and with any other non-federal sponsors as applicable (such as the Bill and Melinda Gates Foundation), for non-proprietary purposes relating to oversight under this Subaward Agreement.

Contact Information for Reports:
CARB-X [redacted]
PTE Administrative Contact: [redacted]

Attachment 4a
Research Subaward Agreement
Ad hoc Reporting Requirements

The section below includes non-routine (Ad hoc) reporting requirements. These reports are event driven and are due contingent upon such events occurring. All reports should be submitted to the CARB-X [redacted] Additional report recipients are as indicated below.

1. **Changes in the status of ongoing clinical study protocols**:
   a) Major Changes: Subrecipient must notify PTE within three (3) business days and provide copies of documents related to all major changes in the status of any ongoing clinical study protocols, including the following:
   - All amendments or changes to the protocol, identified by protocol version number, date, or both, and dates it is valid
   - All changes in informed consent documents, identified by version number, dates, or both, and dates it is valid
   - Termination or temporary suspension of patient accrual
   - Termination or temporary suspension of the protocol
   - Any change in IRB approval
   - Any other problems or issues that could affect the participants in the studies.

   Notification of major changes should be by email to the CARB-X Senior Project Manager, followed by a letter signed by Subrecipient's authorized business official, detailing notification of the change of status to the IRB and a copy of any responses from the IRB or IEC.

   Major changes are those that:
   - Alter the risk to benefit assessment
   - Affect the safety of the subjects
   - Add new medical, social, or psychological risks
   - Significantly alter the design or scientific aims of the study
   - Affect a subject's willingness to continue participation in the study

   b) All Changes: Subrecipient must submit a monthly report of all changes in the status of any ongoing clinical study protocols.

2. **Required Time Sensitive Notifications**: Under an IND or IDE, Subrecipient must provide FDA safety reports of serious adverse events. Subrecipient must submit copies of such FDA safety reports to PTE and BARDA as detailed below. Reports to PTE are to be submitted to the CARB-X [redacted]. Reports to BARDA are to be submitted to [redacted].

   a) Expedited safety report of unexpected or life-threatening experience or death: A copy of any report of unexpected or life-threatening experience or death associated with the use of an IND drug, which must be reported to FDA by telephone or fax as soon as possible but no later than seven (7) calendar days after the IND sponsor's receipt of the information, must be submitted to PTE and BARDA within 24 hours of FDA notification.

   b) Expedited safety reports of serious and unexpected adverse experience: A copy of any report of unexpected and serious adverse experience associated with use of an IND drug or any finding from tests in laboratory animals that suggests a significant risk for human subjects, which must be reported in writing to FDA as soon as possible but no later than 15 calendar days after the IND sponsor's receipt of the information, must be submitted to PTE and BARDA within 24 hours of FDA notification.

   c) IDE reports of unanticipated adverse device effect: A copy of any reports of unanticipated adverse device effect submitted to FDA must be submitted to PTE and BARDA within 24 hours of FDA notification.

   d) Other adverse events documented during the course of the trial should be included in the annual IND or IDE report and reported to PTE and BARDA.

3. **Incident Report**
   Subrecipient shall communicate and document all critical program concerns, risks, or potential risks with PTE.
   - Due within 24 hours of activity or incident or within 12 hours for a security activity or incident.
   - Email or telephone with written follow-up.
   - Additional updates within 24 hours of additional developments.
   - Subrecipient shall submit within 3 business days a Corrective Action Plan (if deemed necessary by either party) to address any potential issues.
   - If corrective action is deemed necessary, Subrecipient must address in writing, its consideration of concerns raised by PTE within 3 business days of receiving such concerns in writing.

4. **FDA or EMA Audits**
   In the event of an FDA or EMA inspection which occurs that relates to products under this Subaward Agreement, or for any other FDA or EMA inspection that has the reasonable potential to impact the performance of this Subaward Agreement, Subrecipient shall provide PTE with an exact copy (non-redacted) of the FDA Form 483 and the Establishment Inspection Report (EIR) (or the corresponding forms from the EMA). Subrecipient shall provide PTE with copies of the plan for addressing areas of non-conformance to FDA or EMA regulations for GLP, GMP, or GCP guidelines as identified in the audit report, status updates during the plan's execution and a copy of all final responses to the FDA or EMA.
   - Subrecipient shall notify PTE within 5 business days of a scheduled FDA or EMA audit or within 12 hours of an ad hoc site visit/audit if the FDA or EMA does not provide advanced notice.
   - Subrecipient shall provide copies of any FDA or EMA audit report received from sub-recipients that occur as a result of this agreement or for products funded hereunder within three (3) business days of receiving correspondence from the FDA or EMA.
   - Within five (5) business days of audit report, Subrecipient shall provide PTE with a plan for addressing areas of nonconformance, if any are identified.
   - For the purposes of this Attachment 4a, "EMA" includes all constituent national drug regulatory authorities.

<u>The section below includes PTE Initiated non-routine [Ad hoc] reporting requirements. These reports are due three (3) business days after request. All reports should be submitted to the CARB-X [redacted]</u>.

1. **Final Reports for Clinical, Non-Clinical Studies, Manufacturing Campaigns**
   PTE may request that Subrecipient provide Clinical, Non-Clinical Studies, Manufacturing Campaigns, and other product development final reports to PTE for review and comment.

2. **Standard Operating Procedures**
   PTE may request that Subrecipient shall make internal and subcontractor Standard Operating Procedures (SOPs) available for review electronically.

3. **Regulatory Correspondence and Submissions**
   PTE may request that Subrecipient provide any regulatory correspondence (FDA, EMA, etc.) for products supported under this agreement.

4. **QA Audits and Reports**
   PTE reserves the right to participate in QA audits at the Subrecipient. Upon completion of the audit/site visit the Subrecipient shall provide a report capturing the findings, results and next steps in proceeding. If action is requested of the Subrecipient, detailed concerns for addressing areas of non-conformance to FDA or EMA regulations for GLP, GMP, or GCP guidelines, as identified in the audit report, must be provided to PTE. The Subrecipient shall provide responses from the site to address these concerns and plans for corrective action execution.

5. **Technical Documents**
   PTE may request that Subrecipient provide PTE with reports from the following agreement funded activities: Process Development Reports, Assay Qualification Plan/Report, Assay Validation Plan/Report, Assay Technology Transfer Report, Batch Records, SOPs, Master Production Records, Certificate of Analysis, Clinical Studies Data or Reports, Toxicology Reports or any other reasonably requested Technical Documents.

6. **Animal Model or Other Technology Transfer Package**
   PTE may request that Subrecipient provide Animal Model or Other Technology Transfer Package relevant data.

7. **Post-completion Reporting**
   Subrecipient shall report to the PTE during the 24-month period following the completion of the Subaward Agreement any significant funding, regulatory events, or major transactions involving the Project, including new equity funding, outlicensing or collaboration agreements, regulatory approvals, and litigation involving the Project, as well as the Ad Hoc reporting specified above as reasonably requested by the PTE. Subrecipient shall also annually report to the PTE the Subrecipient's Stewardship and Access Plan (as defined in Attachment 6, Article V) after the termination of the Subaward Agreement.

Attachment 5
Research Subaward Agreement
Statement of Work, Cost Sharing, Indirects & Budget

Attachment 6
Research Subaward Agreement

Article I. The Project.

The Subrecipient has applied for funding from the PTE in support of activities originally set forth in the Long Form Application, included for reference in this Subaward Agreement as Attachment 7, and as negotiated and formalized in the Statement of Work in Attachment 5 (the "Statement of Work"). The obligations of this Subaward Agreement pertain only to the activities in the Statement of Work, which are to be led by the principal investigator named in Attachment 3B, and which constitute the Subrecipient's conduct of research and development ("R&D") to reduce the threat to human health from drug-resistant infections (the "Project"). The Subrecipient shall furnish or arrange for the provision of all the necessary services, qualified personnel, material, equipment, and facilities as needed to perform the Project to completion.

Section 1.01 The Project consists of an initial phase of work (the "Base Stage"), and may be extended to include one or more further stages ("Option Stage(s)"). The Project commences on the start date of the Subaward Period of Performance as set forth on the Cost Reimbursement Research Subaward Agreement (face page) and ends in accordance with the Term as defined in this Attachment 6.

Section 1.02 Work performed during the Base Stage and during each exercised Option Stage each constitute independent, non-severable, discrete work segments that cannot be subdivided for separate performance and are each necessary for the Project. Each non-severable work segment constitutes a discrete requirement, which shall contain multiple R&D activities that, when reviewed in total, shall result in a defined end product.

Section 1.03 The PTE will evaluate whether individual Milestones have been met on an on-going basis. If an individual Milestone is not met by the agreed date (and where this is not the subject of an immediate review under the end of Stage process set out at Article II), the PTE may either:

(a) amend the Milestone in agreement with the Subrecipient, provided that:

(i) either (A) the company support team provided by the PTE (the "Company Support Team") together with the Milestone Review Board Chair or (B) the Milestone Review Board, advises that this is appropriate; and

(ii) the amended Milestone still delivers the agreed objectives of the current Stage; or

(b) cease funding activities under the Subaward Agreement, in accordance with termination provisions identified in Face Page hereto, Terms and Conditions, Article 9 (48 CFR part 31.2).

Section 1.04 Deliverables.

(a) The Statement of Work describes the Budget and Milestones for this Subaward Agreement.

(b) This Subaward Agreement requires the Subrecipient to provide the PTE certain information and reports regarding the Project, including those described in Attachments 4, 5 and 6 ("Deliverables").

(c) The PTE is providing the Subrecipient with funding, as well as business and technical support services as agreed between the Parties, for the Project. The Subrecipient's success in completing the required Project tasks under each Stage (being the Base Stage and any exercised Option Stage) must be demonstrated to the satisfaction of the PTE through completion of the Statement of Work and Deliverables for that Stage.

(d) This Statement of Work in Attachment 5 may be extended, modified or terminated only as provided for in this Subaward Agreement.

Article II. Option Stages.

Section 2.01 No Automatic Option Stages.

(a) Unless an Option Stage is exercised in writing by the PTE as described herein, the Project consists only of the Base Stage. Any Option Stage will be the subject of a new Subaward

Agreement (in accordance with the process set out at Section 2.02).

Section 2.02 Option Stages.

(a) An Option Stage shall not be subject to exercise, and shall not be deemed exercised, unless the period of performance for the Option Stage falls within the approved project period of the PTE Federal and non-federal awards. Exercise of an Option Stage shall further require and be subject to each of the other requirements in this Section 2.02 below.

(b) The PTE will evaluate whether or not Milestones and Deliverables have been achieved to the PTE's satisfaction at the completion of the Base Stage, at each subsequent Option Stage or by mutual agreement.

(c) The PTE has no obligation to exercise any Option Stage and has no obligation to reimburse the Subrecipient for any work under any Option Stage, unless each of the following occurs:

(i) all of the specified Milestones and Deliverables are fully satisfied by the intended dates as set out in this Subaward Agreement, to the satisfaction of the PTE;

(ii) the CARB-X Joint Oversight Committee, in its sole discretion, chooses to fund the Option Stage; and

(iii) the Subrecipient and the PTE agree on a Statement of Work and budget to be incorporated as Attachment 5 for the Option Stage, evidenced in a fully-executed, new Subaward Agreement.

(d) Notice of intent to exercise an Option Stage shall be provided in the following manner:

(i) The PTE will give the Subrecipient written notice through the CARB-X Milestone Review Board process for the Subrecipient's Project that a prospective Option Stage is being reviewed, subject to Section 2.02(c);

(ii) The PTE will endeavor to give the Subrecipient written notice of the PTE's intent to exercise an Option Stage within thirty (30) days following the Milestone Review Board meeting for the Subrecipient's Project, subject to Section 2.02(c)(ii); and

(iii) After such notice of intent to exercise an Option Stage is given, the PTE will engage in negotiations with the Subrecipient to come to agreement on a new Statement of Work and budget to be incorporated into a new Subaward Agreement (which is materially in the same form as this Subaward Agreement) pursuant to Section 2.02(c)(iii).

Article III. Monitoring.

Section 3.01 The Subrecipient's progress in furtherance of Milestones and Deliverables will be monitored as follows:

(a) In quarterly programmatic and monthly financial reports provided by the Subrecipient to the PTE on the CARB-X Digital Resources as detailed in Attachment 4 (Research Subaward Agreement Reporting Requirements);

(b) In the course of regularly scheduled meetings (at least once per quarter) with the Company Support Team;

(c) By the Subrecipient's Scientific Advisory Board (the "SAB");

(d) By the Subrecipient's ad hoc reports reasonably requested by the PTE or as detailed in Attachment 4a; and

(e) By a written Subrecipient report provided to the PTE when the Subrecipient determines it has completed a Milestone, in consultation with the Company Support Team.

Section 3.02 Subrecipient SAB and Company Support Team

(a) The Subrecipient shall establish (or shall demonstrate that it has already established) an SAB within sixty (60) days of executing the Subaward Agreement and the SAB shall continue to meet regularly during the Term. The Subrecipient will inform the PTE of SAB membership, including

changes to SAB membership, by reporting such SAB membership to the Company Support Team.

(b) The Company Support Team may include representatives from the PTE and its funders.

Article IV. Subrecipient Representations and Warranties.

Section 4.01 The Subrecipient makes the following representations and warranties:

(a) The Subrecipient has all requisite power and authority to execute, deliver, and perform this Subaward Agreement and to deliver the Project.

(b) The Subrecipient has obtained or will obtain all third-party approvals and consents required for the Subrecipient to execute, deliver, and perform this Subaward Agreement where failure to obtain such approvals and consents would have a material adverse effect on the Subrecipient's ability to perform its obligations under the Subaward Agreement.

(c) The execution and performance of this Subaward Agreement by the Subrecipient does not and will not violate or conflict with, as applicable, the Subrecipient's charter documents, contract(s) or intellectual property agreements to which the Subrecipient is a party, which violation or conflict would have a material adverse effect on the Subrecipient's ability to perform its obligations under the Subaward Agreement.

(d) The Subrecipient will perform the Subaward Agreement and the Project in compliance with all applicable laws.

(e) All written statements made by the Subrecipient to the PTE during the application process, including Expressions of Interest, Short Form and Long Form Applications, Presentations to the CARB-X Advisory Board, written responses to the Funding Award – Due Diligence Form, Deliverables, and all other communications relating to this Subaward Agreement, are true and correct when made.

(f) For each representation and warranty above, the statements are made: (a) as of the date of this Subaward Agreement; (b) as of the date any Option Stage is exercised; and (c) as of the date of any other written statement or verbal communication, when made to the PTE.

Article V. Additional Subrecipient Obligations.

Section 5.01 Access, Not Excess.

(a) The purpose of CARB-X is to protect humanity from the most serious threats from drug-resistant bacterial infections by accelerating antibacterial product development. Over the long term, the new products invented or developed with CARB-X funding (the "Products") must be sustainably managed and used to promote "Access, Not Excess," including:

(i) Thoughtful and effective stewardship of new Products whose utility is diminished by resistance, to prevent inappropriate use and therefore premature resistance, in line with the Global Action Plan on Antimicrobial Resistance developed by the World Health Organization;

(ii) Through planning for and ensuring appropriate access to new Products, especially in low- and middle-income countries; and

(iii) Avoidance of misaligned commercial incentives, which go against the above-stated goals.

(b) Therefore, the Subrecipient agrees that Products will be manufactured, marketed, and sold under practices consistent with the applicable principles of the Davos Declaration on Antimicrobial Resistance – January 2016 or the Industry Roadmap for Progress on Combatting Antimicrobial Resistance – September 2016.

(c) The Stewardship and Access Plan. When its Product enters Phase III trials (or Phase IIb trials, if they are intended as the pivotal trials to support registration, or otherwise, when the Subrecipient is preparing a Product that is not a therapeutic or preventative for First Approval as defined in

Section 5.01(d) below), the Subrecipient shall create and provide to the PTE within ninety (90) days, a plan reasonably describing how it intends to meet the above stewardship and access obligations for the Product, (the "Stewardship and Access Plan"). The Stewardship and Access Plan shall not include confidential business information and shall include:

(i) Strategy to support access and stewardship (e.g. proposed reliable production with sufficient capacity, supply systems, the broad approach to product labelling, and the broad approach to ensure economic barriers to access are as low as reasonably possible);

(ii) Identifying obstacles and constraints to access and stewardship;

(iii) Exploitation strategy for Project IP Rights, including whether it is planned for the Project IP Rights to be transferred to a third party;

(iv) Strategy to ensure marketing approvals are received for key territories in a timely manner; and

(v) Strategy for monitoring effectiveness of access and stewardship, including proposed metrics to measure success.

(d) The Subrecipient shall update the Stewardship and Access Plan and provide it to the PTE when the Product is first approved by any of the FDA, EMA (or national authorities), or Japan's PMDA (the "First Approval"). After First Approval, the Stewardship and Access Plan shall be updated if there are significant market or product changes, or if events so require. The Subrecipient shall use best reasonable efforts to comply with its Plan at all times.

(e) The Stewardship and Access Plan will be a non-confidential document and will be publicly posted on the PTE website.

(f) Obligations Follow the Product

(i) If control of the Subrecipient's Project IP Rights resulting from the Project changes, whether through sale, transfer, license, assignment or otherwise, the Subrecipient will

require the obligations of Sections 5.01, 5.03 and 6.04 to follow the Product and be incorporated into any such sale, transfer, license, assignment or otherwise to the new company (the "Acquirer"). Prompt notice will be provided by the Subrecipient to the PTE of any such event. If the Acquirer accepts obligations under Sections 5.01, 5.03 and 6.04, the Subrecipient is discharged from further obligations from Sections 5.01, 5.03 and 6.04.

(ii) If the Subrecipient fails to provide the Stewardship and Access Plan as provided in Section 5.01, within ninety (90) days, the PTE can demand the same in writing within sixty (60 days).

(iii) The obligations of this Section 5.01 survive the termination or expiry of this Subaward Agreement and shall continue in force until the expiration of the last patent or exclusivity periods in the United States, the European Union or Japan for any Project IP Rights (the "Project IP Expiration").

(g) If the PTE informs the Subrecipient that it is no longer receiving CARB-X funding and no longer operates CARB-X, then Wellcome Trust will assume the rights reserved to the PTE in this Section 5.01, and, for purposes of this Section 5.01, the Wellcome Trust is an intended third-party beneficiary of this Subaward Agreement, and is entitled to enforce its rights as described in this Section 5.01 as if it were a party hereto.

Section 5.02 Open Science.

(a) CARB-X supports the unrestricted access to the published research resulting from the Project and the public dissemination of the results or datasets underpinning any clinical trial or other preclinical or animal-based research, including positive and negative results.

(b) Therefore, the Subrecipient will endeavor to the greatest extent possible, consistent with timely filing of patent applications, to publish results from the Project (whether positive or negative and

as described in (a) above), so that the results of this Project are placed in the peer-reviewed literature as soon as practical.

(c) The Subrecipient will make available any publications of research funded by CARB-X through PubMed Central (PMC) and Europe PubMed Central as soon as possible and in any event no later than six months from the date of final publication (in accordance with the Wellcome Trust's Open Access policy: https://wellcome.ac.uk/funding/managing-grant/open-access-policy, and the ASPR Public Access Plan: https://www.phe.gov/Preparedness/planning/science/Documents/AccessPlan.pdf).

(d) The Subrecipient will provide the PTE with advance copies of all manuscripts related to the Project when they are submitted or re-submitted for publication. The PTE will have no role in the preparation, editing or approval of the manuscript. An unpublished patent application will not be deemed to be a manuscript for the purposes of this subsection (d).

Section 5.03 Research and Development Standards and Development Diligence.

(a) The Subrecipient shall comply with all of the following standards at all times during the Project:

(i) Item 2 in the Agency Specific Certifications & Assurances included in Attachment 2 (describing minimum U.S. government mandated standards for research with animals and humans);

(ii) Where the Subrecipient is undertaking research using non-human primates, cats, dogs or horses, the Subrecipient must also comply with the Wellcome Trust policies on research involving animals for medical and veterinary research, including the NC3Rs guidelines;

(iii) Where the Subrecipient is undertaking research involving human participants, the Subrecipient is required to have the relevant regulatory and ethical approvals and appropriate governance mechanisms in place before such research begins, and comply with relevant terms of the PTE prime award as detailed in Attachments 2 and 2a, including the

Clinical Terms of Award and with item 3 in the Agency Specific Certifications & Assurances included in Attachment 2 (describing U.S. government regulations on human subjects research). It is the responsibility of the Subrecipient (not the PTE) to ensure these approvals are received and that appropriate compensation arrangements (including insurance or indemnity cover, where available) are in place to cover research participants or their dependents against injuries or damage caused as a result of their participation in research, in accordance with local law and best practices. The PTE will not fund the costs of such insurance or indemnity cover, and will not be liable for any such compensation; and

(iv) Where a healthcare intervention is being examined as part of research, the standard of healthcare provided to a control group member must be at least equivalent to the best local, currently available and affordable standard of care. The Subrecipient's research protocol shall include proposals for any necessary post-research health monitoring related to a volunteer's participation.

(b) Development Diligence. Subrecipient will use commercially reasonable efforts to develop and seek regulatory approval for at least one Product in at least one indication by the FDA, EMA (or national authorities), or Japan's PMDA. If the Wellcome Trust considers, based on scientific evidence and data, that any Project IP Rights remain not further developed by the Subrecipient, its assignee or its licensee after the five (5) years following the end of the Term, then the Subrecipient, its assignee or its exclusive licensee shall, with respect to such Project IP Rights, be subject to the Access Rights under Section 8.06. If Subrecipient is engaged in scientific and technical development leading towards regulatory approval for at least one Product in at least one indication by the FDA, EMA (or national authorities), or Japan's PMDA, then Wellcome Trust shall not deem the Project IP Rights to remain not further developed. For purposes of this Section 5.03, the Wellcome Trust is an intended third-party beneficiary of this Subaward

Agreement, and is entitled to enforce the Access Rights as described in this Section 5.03 as if it were a party hereto. Section 5.03 shall survive termination or expiry of the Subaward Agreement and shall continue in force for a period of 10 years.

Article VI. Intellectual Property.

Section 6.01 Subrecipient Use of the Powered by CARB-X Logo.

(a) For the limited purposes of the Subrecipient's participation in CARB-X relating to the Project, the Subrecipient shall be permitted to use the following logo (the "Logo") for the period of the Term (or for a longer period, if agreed between the Parties), subject to the Subrecipient's full performance of the terms and conditions of the Subaward Agreement and **PROVIDED THAT** the Subrecipient shall cease to use the Logo where the conditions set out at subsections (i) and (ii) below apply:

Powered by CARB-X

(i) The PTE determines, in its sole discretion, that use of the Logo is either no longer accurate or appropriate, in any way misrepresents the Subrecipient's participation, or for any reason reflects negatively on the PTE or the PTE's other partners, collaborators, sponsors or grantees; or

(ii) the PTE, BARDA, NIAID or the Wellcome Trust request that the use of the Logo is discontinued.

(b) The Subrecipient's use of the term "Powered by CARB-X" shall be subject to CARB-X Brand Guidelines, as set forth in Attachment 6a.

(c) Any other use of the CARB-X name, its Logo, servicemarks or trademarks, or any of its other distinguishable marks, whether registered or not, shall be limited to those granted by the express,

written permission of the PTE. Those to whom such permission is granted must agree that the PTE shall remain the final arbiter of the use of the mark or Logo.

Section 6.02 PTE Use of Subrecipient Logo.

The Subrecipient hereby grants the PTE and the institutions represented on the CARB-X Joint Oversight Committee permission and the right to use the Subrecipient's corporate logo (and other artwork as agreed to by the Parties), for presentations, the PTE internal and external websites, and other reasonable promotional and reporting uses relating to the Project during the Term (or for a longer period, if agreed between the Parties).

Section 6.03 Project IP Rights.

(a) In addition to the reporting requirements detailed in Attachment 4 and this Attachment 6 of the Subaward, the Subrecipient shall provide written notice to the PTE of any material:

(i) prosecution, defense or enforcement activities including any litigation or threatened litigation that is likely to have a significant impact on any Project IP Rights; and

(ii) completed transactions between the Subrecipient and third parties to sublicense, transfer, or otherwise exploit the Project IP Rights.

(b) The Subrecipient shall use its best commercial efforts to include provisions in its contracts with its subcontractors performing service(s) requiring the subcontractors to assign to the Subrecipient all Project IP Rights.

Section 6.04 Project IP Rights and Strategy. All rights are subject in all cases to the provisions of the PTE NOA (Attachment 2a), applicable Federal laws and regulations governing patents and inventions, including government-wide regulations at 37 CFR part 401 (per 45 CFR 75.322(c)) and, in particular, and without limitation, to U.S. Government march-in rights set forth in 37 CFR Sect. 401.6 and 401.14 (j) (collectively, the "U.S. Government Bayh-Dole Rights"). The NOA, applicable U.S. laws and regulations are not superseded or limited by any additional special terms or conditions imposed on

the Subrecipient regarding IP. The process set out in this Section is intended to design and implement a credible IP strategy that enables the development and deployment of the Product in a manner consistent with the Wellcome Trust's equitable access principles.

(a) The Commercialization Plan for Targeted Territories.

(i) No later than six (6) months after the First Approval, unless otherwise agreed by the Parties, the Subrecipient will describe in a confidential commercialization plan (the "Commercialization Plan") the key countries where it intends to market the Product (the "Targeted Territories"). The list of Targeted Territories shall not be inconsistent with the Subrecipient's most recent Stewardship and Access Plan and will be updated by the Subrecipient from time to time based on actual developments. The Commercialization Plan should be reasonably detailed as appropriate for a marketed Product.

(ii) For the Targeted Territories, particularly for high-income countries with National Action Plans on Antimicrobial Resistance, the Wellcome Trust will not exercise its Access Rights in such Targeted Territories for so long as the Subrecipient markets the Product in such Territory, or is taking steps towards marketing the product in such Territory as set forth in the Commercialization Plan and the Stewardship and Access Plan.

(b) Negotiation of Voluntary Mechanisms for Other Territories.

(i) For countries that are not Targeted Territories (the "Other Territories"), the Subrecipient and the Wellcome Trust will explore mechanisms to achieve stewardship and access objectives. This process will begin with a joint business plan addressing the Other Territories. This business plan will lay out reasonable goals and mechanisms for making the Product available in such Other Territories consistent with access and stewardship objectives. While informed by the Wellcome Trust's overall stewardship and access

objectives, this negotiation process will set the metrics and goals in the Other Territories that are acceptable to both Wellcome Trust and the Subrecipient.

(ii) This business plan should include a mechanism for the Wellcome Trust (or the Wellcome Trust's nominee) to access all intellectual property required to commercialize the Product in the Other Territories, including Project IP Rights and background intellectual property (including intellectual property which may block the exploitation of Project IP rights).

(iii) The Subrecipient and the Wellcome Trust may consider the following potential mechanisms for accessing intellectual property rights referenced in Section 6.04(b)(ii):

1) A voluntary sublicensing agreement process between the Subrecipient and the Wellcome Trust (or the Wellcome Trust's nominee);

2) A Subrecipient supply arrangement between the Subrecipient and the Wellcome Trust (or the Wellcome Trust's nominee) to ensure the Product is made available to ensure access is provided to the Wellcome Trust, or another party specified by the Wellcome Trust, with a specified number of doses at an agreed upon cost for distribution solely in the Other Territories;

3) Creation of a joint venture between the Subrecipient and the Wellcome Trust (or the Wellcome Trust's nominee) to promote access to the Product within an appropriate stewardship framework;

4) The voluntary transfer by the Subrecipient to the Wellcome Trust (or its nominee) of intellectual property rights necessary for the Wellcome Trust to develop and exploit the Product in the Other Territories, consistent with its access and stewardship objectives; and

5) Payment of a reasonable royalty by the Wellcome Trust for background intellectual property.

(iv) In all cases, care will be taken in the business plan to prevent Product distributed in the Other Territories from being sold without the Subrecipient's authorization in the Targeted Territories. Techniques could include distinct packaging, branding and other differentiating characteristics.

(c) Access Rights. Should the Wellcome Trust and the Subrecipient with respect to any Other Territory attempt but fail to agree on a mechanism and business plan as described in Section 6.04(b) by the third anniversary of the First Approval, then the Subrecipient shall, with respect to Project IP Rights, be subject to Access Rights for the sole purpose of making the Product available in such Other Territory.

(d) For purposes of this Section 6.04, the Wellcome Trust is an intended third-party beneficiary of this Subaward Agreement, and is entitled to enforce the Access Rights as described in this section 6.04 as if it were a party hereto.

(e) Section 6.04 shall survive termination or expiry of this Subaward Agreement and shall continue in force until the Project IP Expiration.

Article VII. Budget.

Section 7.01 Cost Share Principles.

(a) The Subrecipient will meet the full amount of cost share obligation as stated in Attachment 5 (the "Cost Share Obligation").

(b) The Cost Share Obligation must meet the requirements described in this Subaward Agreement.

(c) The Subrecipient shall use commercially reasonable efforts to reach an agreement with NIAID to utilize NIAID Preclinical Services ("PCS").

Section 7.02 Budget Reconciliation.

(a) At the end of the Base Stage and at the end of any exercised Option Stage(s), the Subrecipient and the PTE will perform a budget reconciliation to determine:

(i) Whether the Subrecipient fully met the Cost Share Obligation; and

(ii) Whether the Subrecipient fully met the NIAID PCS Target Amount.

(b) If the Subrecipient does not meet the Cost Share Obligation in full, the PTE may withhold payment or demand a refund to recover the unmet Cost Share Obligation.

Article VIII. Definitions.

All other capitalized terms are defined as described in the text of this Subaward Agreement.

Section 8.01 CARB-X Funders means HHS/ASPR/BARDA, the Wellcome Trust, and HHS/NIH/NIAID.

Section 8.02 Project IP Rights means all patents, know-how, and trade secret rights, in each case, to inventions that are conceived or first actually reduced to practice in the Subrecipient's performance of the Project during the Term.

Section 8.03 Practical Application means to manufacture in the case of a composition of product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

Section 8.04 Subaward Agreement means this Cost Reimbursement Research Subaward Agreement.

Section 8.05 Term refers to the Subaward Period of Performance as stated on the Cost Reimbursement Research Subaward Agreement (face page) unless the Subaward Agreement is terminated by PTE pursuant to the Cost Reimbursement Research Subaward Agreement (face page) Terms and Conditions #9, in which case the Term will commence on the first day of the Period of Performance and finish as of the date described in the PTE's notice to the Subrecipient of early termination.

Section 8.06 Access Rights means:

(a) The Subrecipient agrees that with respect to any Project IP Rights in which it has acquired title, the Wellcome Trust has the right in accordance with the procedures in Subsection (b) below, to require the Subrecipient, an assignee or exclusive licensee of Project IP Rights to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms and in timescales that are reasonable under the circumstances, for the sole purpose of making the Product available in Other Territories if Access Rights are exercised pursuant to 6.04(c), or for further development in the field of infectious diseases if Access Rights are exercised pursuant to 5.03(b). The exercise of Access Rights shall be predicated on the Wellcome Trust's determination that:

(i) Such action is necessary because the Subrecipient, licensee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve Practical Application of the Project IP Rights in such field of use;

(ii) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Subrecipient, assignee or their licensees; or

(iii) Such action is necessary to meet requirements for the Wellcome Trust's charitable purpose and such requirements are not reasonably satisfied by the Subrecipient, assignee or licensees.

(b) Exercise of Rights.

(i) The following procedures shall govern the exercise of Access Rights.

(ii) Whenever the Wellcome Trust receives information that it believes might warrant the exercise of Access Rights, before initiating any proceeding to exercise Access Rights, it shall notify the Subrecipient, its assignee or exclusive licensee, as applicable, in writing of the information and request informal written or oral comments from the Subrecipient, its assignee or exclusive licensee as well as information relevant to the

matter. In the absence of any comments from the Subrecipient within 30 days, the Wellcome Trust may, at its discretion, proceed with the procedures below. If a comment is received within 30 days, or later if the Wellcome Trust has not initiated the procedures below, then the Wellcome Trust shall, within 60 days after it receives the comment, either initiate the procedures below or notify the Subrecipient, its assignee or exclusive licensee, in writing, that it will not pursue Access Rights on the basis of the available information.

(iii) A proceeding to exercise Access Rights shall be initiated by the issuance of a written notice by the Wellcome Trust to the Subrecipient and its assignee or exclusive licensee, as applicable and if known to the Wellcome Trust, stating that the Wellcome Trust is considering the exercise of Access Rights. The notice shall state the reasons for the proposed exercise of Access Rights in terms sufficient to put the Subrecipient on notice of the facts upon which the action would be based and shall specify the field or fields of use in which the Wellcome Trust is considering requiring licensing. The notice shall advise the Subrecipient, its assignee or exclusive licensee of its rights, as set forth in this section. The determination to exercise Access Rights shall be made by the Director of the Wellcome Trust or designee.

(iv) Within 30 days after the receipt of the written notice of Wellcome Trust's intent to exercise Access Rights, the Subrecipient, its assignee or exclusive licensee may submit in person, in writing, or through a representative, information or argument in opposition to the proposed exercise of Access Rights, including any additional specific information which raises a genuine dispute over the material facts upon which the exercise of Access Rights is based. If the information presented raises a genuine

dispute over the material facts, the Director of the Wellcome Trust shall undertake or refer the matter to the Director's designee for fact-finding.

(v) Fact-finding shall be conducted in accordance with the procedures established by the Wellcome Trust. Such procedures shall be as informal as practicable and be consistent with principles of fundamental fairness. The procedures should afford the Subrecipient, its assignee or exclusive licensee the opportunity to appear with counsel, submit documentary evidence, present witnesses and confront such persons as the Wellcome Trust may present. A transcribed record shall be made and shall be available at cost to the Subrecipient, its assignee or exclusive licensee upon request. The requirement for a transcribed record may be waived by mutual agreement of the Subrecipient, its assignee or exclusive licensee and the Wellcome Trust. Any portion of the proceeding, including a fact-finding hearing that involves testimony or evidence relating to the utilization or efforts at obtaining utilization that are being made by the Subrecipient, its assignee, or licensees shall be closed to the public, including potential licensees. The Wellcome Trust shall not disclose any such information obtained during an Access Rights proceeding to persons outside the Wellcome Trust and CARB-X (including CARB-X Funders) except when such release is authorized by the Subrecipient, its assignee or exclusive licensee.

(vi) The person conducting the fact-finding shall prepare or adopt written findings of fact and transmit them to the Director of the Wellcome Trust or designee promptly after the conclusion of the fact-finding proceeding along with a recommended determination. A copy of the findings of fact shall be sent to the Subrecipient, its assignee or exclusive licensee by registered or certified mail. The Subrecipient, its assignee or exclusive licensee and the Wellcome Trust representatives will be given 30 days to submit

written arguments to the Director of the Wellcome Trust or designee; and, upon request by the Subrecipient, its assignee or exclusive licensee, oral arguments will be held before the Director of the Wellcome Trust or designee that will make the final determination.

(vii) In cases in which fact-finding has been conducted, the Director of the Wellcome Trust or designee shall base his or her determination on the facts found, together with any other information and written or oral arguments submitted by the Subrecipient, its assignee or exclusive licensee and the Wellcome Trust representatives, and any other information in the record. The consistency of the exercise of Access Rights with the objectives of promoting the utilization and public availability of inventions arising from funded research, and protecting the public against nonuse or unreasonable use of inventions shall also be considered. In cases referred for fact-finding, the Director of the Wellcome Trust or designee may reject only those facts that have been found to be clearly erroneous, but must explicitly state the rejection and indicate the basis for the contrary finding. Written notice of the determination whether Access Rights will be exercised shall be made by the Director of the Wellcome Trust or designee and sent to the Subrecipient, its assignee or exclusive licensee by certified or registered mail within 90 days after the completion of fact-finding or 90 days after oral arguments, whichever is later, or the proceedings will be deemed to have been terminated and thereafter no Access Rights based on the facts and reasons upon which the proceeding was initiated may be exercised.

(viii) The Wellcome Trust may, at any time, terminate a proceeding if it is satisfied that it does not wish to exercise Access Rights.

(ix) Any Subrecipient, assignee or exclusive licensee adversely affected by Wellcome Trust's final determination to exercise Access Rights under this Section 8.06 may, at any time within 60 days after the determination is issued, seek independent review of such determination by filing a civil action in the Courts of England and Wales. For the purposes of such action, the governing law of England and Wales shall apply. The scope and standard of review of the Wellcome Trust's determination in such actions shall be that which would apply to U.S. Government determinations under Bayh-Dole Act petitions to the United States Court of Federal Claims (as allowed for in 35 U.S. C. §203(b)). In cases described in subsections (i) and (iii) of Section 8.06(a) above, a determination by the Director or designee unfavorable to the Subrecipient (or its assignee or exclusive licensee) shall be held in abeyance pending the completion of any such independent review.

(c) Interpretive Guide. The Access Rights described herein are patterned on and intended to be similar in scope and effect as the U.S. Government Bayh-Dole Rights, as effective on the date this Subaward Agreement has been signed.

Attachment 6a
Research Subaward Agreement
Powered by CARB-X Logo and Brand Guidelines

We encourage the use of the Powered by CARB-X in all communications that serve to raise the profile of CARB-X in a positive manner and to raise awareness about its mission. Any use of the Powered by CARB-X Logo must be in accordance with the Sub-Award Agreement between the Company and Boston University.

The following are guidelines to assist in the graphic design of communications materials in which you would like to use the Powered by CARB-X Logo.

1. Display: In order to preserve the integrity of the Powered by CARB-X Logos, it is important that no other logos, type or other graphic elements infringe on its space. The minimum "clear space" around the Logo in all uses is equivalent to ½ the height of the Logo.
2. Background Color: The Powered by CARB-X Logo should always be used in color for online use, fully visible and displayed on a white background. The Powered by CARB-X Logo should be used in color for print applications unless the color version is not practical, in which case the Powered by CARB-X Logo can be reproduced in solid black on a white background. For all other uses, such as in videos and digital communications, please consult with your CARB-X liaison for guidance prior to distribution or publication.
3. The Powered by CARB-X Logo should be displayed in high resolution as appropriate to the medium.
4. Do not use the Powered by CARB-X Logo in a manner that might create confusion as to the CARB-X brand or imply that CARB-X is the source of your products or services.
5. The Powered by CARB-X Logo must not be used as your own product names, service names, trademarks, logos, company names, domain names, website title, application icon, favicon, or the like.

Attachment 7
Research Subaward Agreement
Long Form Application

Attachment 8
Research Subaward Agreement
Non-federal Sponsor Terms & Conditions

Bill & Melinda Gates Foundation ("Foundation")
Additional Terms

PUBLICATION
In addition to the requirements detailed in Attachment 2/Special Terms and Conditions #5 and Attachment 6/5.02, if Subrecipient seeks publication in a peer-reviewed journal, such publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring publication in contravention of any applicable ethical, legal, or regulatory requirements. Subrecipient will mark any such publication subject to this clause with the appropriate notice or attribution, including author, date and copyright (*e.g.*, © 20<> <Name>).

INDEMNIFICATION
If the Subaward Scope of Work involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("Indemnified Activities"), Subrecipient will indemnify, defend, and hold harmless the PTE and Foundation and their respective trustees, employees, students and agents ("Indemnified Parties") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising out of or relating to the acts or omissions, actual or alleged, of Subrecipient or Subrecipient's employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. Subrecipient agrees that any activities by the PTE or Foundation in connection with the Subaward Scope of Work, such as its review or proposal of suggested modifications to the Subaward Scope of Work, will not modify or waive the PTE or Foundation's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. Subrecipient's indemnification obligations are limited to the extent permitted or precluded under applicable federal, state or local laws, including federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Subaward will constitute an express or implied waiver of Subrecipient's governmental and sovereign immunities, if any.

INSURANCE
Subrecipient will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Subaward Scope of Work in accordance with generally-accepted industry standards and as required by law. Subrecipient will ensure Subrecipient's subgrantees and subcontractors maintain insurance coverage consistent with this section.

COMPLIANCE
If the Subaward Scope of Work involves any trial involving human subjects, Subrecipient will adhere to current Good Clinical Practice as defined by the International Council on Harmonisation (ICH) E-6 Standards (or local regulations if more stringent) and will obtain applicable trial insurance.

PUBLICITY
As a supplement to the requirements detailed in Attachment 2/Special Terms and Conditions #6 (Press Releases):

Foundation prior approval is required for (a) press releases or other public announcements regarding this Subaward; and (b) any other public use of the Foundation's name or logo. Subrecipient must submit advance copies to PTE PI 5 days before issuance to allow time for PTE coordination with Foundation to obtain necessary approvals.

Subrecipient and Subrecipient's subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

PROHIBITED ACTIVITIES

ANTI-TERRORISM
Subrecipient will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY
Subrecipient will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Subrecipient Scope of Work, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements is available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION
Subrecipient may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. Subrecipient acknowledges that the Foundation has not earmarked its Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations.

OTHER LOBBYING, GIFT, AND ETHICS RULES
Subrecipient agrees to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Subaward Scope of Work.

The UK Secretary of State for Health and Social Care ("DHSC")
Additional Terms

PUBLICITY, COMMUNICATIONS AND BRANDING

As a supplement to the requirements detailed in Attachment 2/Special Terms and Conditions #5 (Publications) and #6 (Press Releases) and Attachment 6/5.02:
Subrecipient will not make any announcement concerning the existence or contents of this Subaward without the prior written consent of DHSC (such consent not being unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court, or any other authority or competent jurisdiction. Where a formal public statement or press release in relation to this Subaward is required, PTE and DHSC shall work together to ensure that the publicity statements are coordinated in advance. Subrecipient must submit advance copies to PTE PI 5 days before issuance, to allow time for PTE coordination with DHSC to obtain necessary approvals.

Subrecipient shall not use the name, logo, trademarks or other brand collateral of DHSC without DHSC's prior written consent. Subrecipient must submit any requests for such approval to PTE PI, who will coordinate with DHSC to obtain necessary approvals. Subrecipients creating outputs with the support of DHSC funding will be required by PTE to recognize the support of DHSC, PTE, CARB-X and other CARB-X funders by including in all such outputs, publications, and other results that reference DHSC and PTE's support the following or similar acknowledgment to be coordinated by PTE and DHSC: "This work was carried out with financial support from the Global AMR Innovation Fund (GAMRIF) funded by the UK Government Department of Health and Social Care (DHSC)."

PROHIBITED USES, UNALLOWABLE COSTS

- Payments for activity of a political or exclusively religious nature
- Contributions in kind (i.e. a contribution in goods or services, as opposed to money. Note: contributions in-kind are allowable to meet federal cost-share.)
- Entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations, including meals)
- Contributions will not, unless approved by DHSC in writing, be used to meet the cost of any import, customs duties or any other taxes or similar charges, applied directly or indirectly, by national Governments or by any local public authority on the goods / services provided. Subrecipient must submit any requests for such approval to PTE PI, who will coordinate with DHSC to request necessary approvals.
- Patent application costs (Note: expense may be allowable using other CARB-X funding sources)

FRAUD AND CORRUPTION

Subrecipient will immediately and without undue delay inform PTE PI of any event which interferes or threatens to materially interfere with the successful implementation of the Subrecipient Scope of Work, including credible suspicion of or actual fraud, corruption or any other financial irregularity or impropriety ("Financial Impropriety").

PTE will, at first, take timely and appropriate action to investigate credible allegations of fraud and Financial Impropriety in connection with the Subrecipient Scope of Work, immediately inform DHSC of the steps being taken to investigate the suspicion, and keep DHSC informed about the progress of the investigation. Subrecipient will fully co-operate with investigations into such events, whether led by PTE or DHSC.

In the event of any credible indications that DHSC funds may have been subject to Financial Impropriety, PTE and DHSC, may, at any time during the period of this Subaward and up to three years after the end of the

Subaward, arrange for additional fraud investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by the PTE, DHSC, or any of their duly authorised representatives.

VULNERABLE POPULATIONS

Subrecipient will ensure that safeguarding policies and procedures to prevent unnecessary risk to vulnerable populations, including appropriate vetting of its employees involved in the Subrecipient Scope of Work, are carried out in accordance with good industry practice and following any reasonable instructions from PTE and DHSC.

ODA TRANSPARENCY

Subrecipient will provide assistance and information as needed for PTE to meet its ODA reporting (transparency) requirements, subject to the terms of the CARB-X Nondisclosure Agreement.