



Applied Technologies Center
315 Sigma Drive
Summerville, SC 29486
www.ati.org

UNDEFINITIZED PROJECT AGREEMENT NO.: 1

MCDC BASE AGREEMENT NO.: 2020-548

PROJECT TITLE: MCDC2011-005; Adjuvanted Recombinant COVID-19 Vaccine Development

PARTIES: Advanced Technology International ("MCDC CMF") and Sanofi Pasteur ("Project Agreement Holder")

This Undefinitized Project Agreement is awarded under the authority of MCDC Base Agreement No. 2020-548, and herein incorporates all the terms and conditions thereof.

1. PAYMENT METHOD

The Payment Method for this Undefinitized Project Agreement is Cost Plus Fixed Fee/ Firm Fixed Price with a not to exceed ceiling.

2. TERM OF THE PROJECT AGREEMENT

The period of performance for this Undefinitized Project Agreement is from the effective date, which is the date of the last signature through September 30, 2024.

3. OBLIGATION

The MCDC CMF's liability to make payments to the Project Agreement Holder is limited to only those funds obligated under this Undefinitized Project Agreement or by modification to the Undefinitized Project Agreement. MCDC CMF may incrementally fund this Undefinitized Project Agreement.

4. UNDEFINITIZED PROJECT ACTION

MCDC2011-005 is a hybrid Cost/Fixed Price Agreement that will be awarded under W15QKN-16-9-1002 (hereinafter "Agreement"). Due to urgency concerns, this Undefinitized Project Action (UPA) is being issued to Sanofi Pasteur, Inc. (hereinafter "Contractor") for Adjuvanted Recombinant COVID-19 Vaccine Development. The following is hereby incorporated as part of this Agreement.

1. DEFINITIZATION:

- a) This Agreement covers a hybrid Cost/Fixed Price UPA that awards prototype project MCDC2011-005. The Contractor agrees to promptly begin negotiating with the Agreements Officer on the terms of a definitive Agreement for the project, which will include: (1) all mutually agreeable terms and conditions related to this Agreement, and (2) all other terms and conditions required by law. The Contractor will be required to

submit a qualifying cost proposal with all necessary supporting documentation, in order to allow for a full evaluation of costs.

- b) The schedule for definitizing this Agreement is as follows:
 - i. Receipt of Qualifying Proposal: 10 September 2020
 - ii. Estimated Start of Negotiations: 01 October 2020
 - iii. Estimated Date of Definitization: 09 December 2020
- c) If a definitive Agreement is not finalized to supersede this UPA by the target date in paragraph 2(b)(iii), or within any extension granted in writing by the Agreements Officer, the Agreements Officer may, with the approval of the Army Contracting Command-New Jersey, Senior Contracting Official, unilaterally determine a fair and reasonable price. This determination is subject to Contractor appeal, as provided for in the Disputes article of W15QKN-16-9-1002, but the Contractor shall not cease performance of this Agreement while proceeding through the dispute process.
- d) After the Agreements Officer's determination of a fair and reasonable price, the Agreement shall be governed by all of the terms and conditions of the definitive Agreement. Furthermore, all the terms and conditions of this UPA shall continue in effect, except for those that by their nature apply only to UPAs.
- e) The Government and Contractor agree that this UPA will include a ceiling in the amount of \$1,769,013,470. This ceiling may be adjusted only by the written agreement of both parties.

2. PAYMENT OF ALLOWABLE COSTS BEFORE DEFINITIZATION:

Prior to definitization of this Agreement, the Government will reimburse the Contractor for all allowable and allocable costs up to 50% of the approved Not-To-Exceed (NTE) Price of \$1,769,013,470. At any time before a payment, the Agreements Officer may have the Contractor's invoices or vouchers audited. Any payment may be (1) reduced by any amounts found by the Agreements Officer not deemed authorized in accordance with the Statement of Work, or (2) adjusted for overpayments made on preceding invoices or vouchers.

3. LIMITATIONS ON OBLIGATIONS:

The Government will not obligate more than 50 percent of the NTE Price before definitization.

4. LIMITATION OF GOVERNMENT LIABILITY:

- a) In performance of this Agreement, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,769,013,470 dollars.
- b) The maximum amount for which the Government shall be liable if this Agreement is terminated is \$1,769,013,470 dollars.

5. EXECUTION AND COMMENCEMENT OF WORK:

Upon acceptance by both parties, the Contractor shall proceed with performance of the Statement of Work, including the purchase of any necessary materials.

5. MILESTONE PAYMENT SCHEDULE

The Project Agreement Holder shall segregate and track all Undefined Project Agreement costs separately and shall document the accomplishments of each Project Payable Milestone under each

Project Agreement. Acceptance of Milestones shall be contingent upon approval from the Government Agreements Officer Representative (AOR) detailed in Clause No. 8, Technical and Administrative Representatives. Milestone payments will be paid in the amount indicated in the attached Milestone Payment Schedule (Attachment A) and are adjustable based on actual expenditures for the cost reimbursable milestones.

6. APPROACH TO MEETING THE OTHER TRANSACTION AUTHORITY

In accordance with provision contained in 10 USC 2371b governing the use Other Transaction Agreements each MCDC Member Organization must meet at least one of the following conditions: have at least one nontraditional defense contractor or nonprofit research institution participating to a significant extent in the performance of an awarded Project Agreement; all significant participants in the Undefined Project Agreement other than the Federal Government are small businesses (including small businesses participating in a program described under section 9 of the Small Business Act (15 U.S.C. 638)) or nontraditional defense contractors; or provide a cost share of no less than one third of the value of the Project Agreement awarded to the Member Organization. The Project Agreement Holder's approach to meeting the Other Transaction Authority requirement is identified below. Throughout the period of performance of any Project Agreement, the CMF and the Government will actively monitor the award to ensure compliance with this provision in accordance with implementation guidance from Headquarters – Department of the Army (HQDA) and/or Office of the Secretary of Defense (OSD). The Project Agreement Holder will be given the opportunity to become compliant with the guidance should they be found non-compliant. Failure to comply may result in termination.

The warranties and representations submitted as part of the proposal are hereby incorporated into this Undefined Project Agreement. The Project Agreement Holder was proposed as a nontraditional defense contractor and determined to be providing a significant contribution.

7. STATEMENT OF WORK

The Statement of Work, Attachment A, provides a detailed description of the work to be accomplished and reports and deliverables required by this Undefined Project Agreement. All changes to Attachment A must be incorporated via written modification to this Project Agreement. Additional guidance on report requirements is in Attachment B, Report Requirements.

8. TECHNICAL AND ADMINISTRATIVE REPRESENTATIVES

The following technical and contractual representatives of the Parties are hereby designated for this Undefined Project Agreement. Either party may change their designated representatives by written notification to the other.

MCDC CMF (b)(6)(b)(7)(C) (10)(2e) :
 (b)(6)(b)(7)(C) (10)(2e)
 Advanced Technology International
 315 Sigma Drive
 Summerville, SC 29486
 Email: (b)(6)(b)(7)(C) (10)(2e)@ati.org
 Phone: (843) (b)(6)(b)(7)(C) (10)(2e)

Government Technical Representatives:

(10)(2e)

Email: (10)(2e)@hhs.gov

Phone: 202-205-1584

Project Agreement Holder's Representatives:

(10)(2e)

Email: (10)(2e)@sanofi.com

Phone: (617) (10)(2e)

(10)(2e)

Email: (10)(2e)@sanofipasteur.com

Phone: (570) (10)(2e)

9. MARKING OF DELIVERABLES

Any Data delivered under this Undefined Project Agreement, by the Project Agreement Holder, shall be marked with a suitable notice or legend.

10. SECURITY ADMINISTRATION

The security level for this project is UNCLASSIFIED.

11. ATTACHMENTS

Attachments listed herein are hereby incorporated by reference into this Undefined Project Agreement.

- A. Statement of Work, "Adjuvanted Recombinant COVID-19 Vaccine Development"
- B. Report Requirements

12. GOVERNMENT FURNISHED PROPERTY

Please reference Section 12 of Attachment A, Statement of Work.

13. DATA RIGHTS

Please reference Section 7 of Attachment A, Statement of work.

14. FOLLOW-ON PRODUCTION PROVISION

In accordance with 10.U.S.C. 2371b(f), and upon a determination that this competitively awarded prototype project has been successfully completed, this prototype project may result in the award of a follow-on production contract or transaction without the use of competitive procedures.

15. ENTIRE AGREEMENT

This Undefined Project Agreement and the MCDC Base Agreement under which it is issued constitute the entire understanding and agreement between the parties with respect to the subject matter hereof.

Except as provided herein, all Terms and Conditions of the MCDC Base Agreement and its modifications remain unchanged and in full force and effect.

The Project Agreement Holder is required to sign this document and return to Advanced Technology International to finalize this action.

Sanofi Pasteur

By: (10)(2e)

Name: (10)(2e)

Title: (10)(2e)

Date: 30 July 2020

Advanced Technology International

By: (10)(2e)

Name: _____

Title: _____

Date: _____

Attachment A
Statement of Work

This page intentionally left blank. See separate document for Attachment A.

Attachment B
Report Requirements

This page intentionally left blank. See separate document for Attachment B.