

U.S. Civilian Research and Development Foundation
for the Independent States of the Former Soviet Union

COOPERATIVE GRANTS PROGRAM 2002

PROJECT AGREEMENT

Project Title:	<i>Hyperkaehler Geometry and Singularities</i>
CRDF Project #:	RM1-2354-MO-02

FSU Principal Organization:	Independent University of Moscow
FSU Principal Investigator:	Verbitsky, Mikhail Sergeevich

U.S. Principal Organization:	Courant Institute of Mathematical Sciences
U.S. Principal Investigator:	Bogomolov, Fedor A

Amount for FSU Participant Expenses:	\$23,500.00
Amount for U.S. Participant Expenses:	\$1,500.00
MAXIMUM AWARD AMOUNT	\$25,000.00
Effective Period:	Upon Execution by All Parties

Article I: Definitions

“FSU” – Former Soviet Union – specifically referring to the following countries: Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan.

“Principal Organizations” – The FSU and U.S. institutions responsible for carrying out the project as specified in the approved proposal.

“Principal Investigators” – The FSU and U.S. individuals identified in the approved proposal with the responsibility for day-to-day technical and financial oversight of project activities.

“Project Participants” – Individuals designated to carry out work on the project and to receive financial support payments as outlined in the approved proposal and approved Project Budget and Schedule of Payments.

“Secondary Collaborators” – FSU organizations, other than the Principal Organization, that are participating in the project and that will receive, either as direct support or payments to individual project participants, a portion of the Project Resources.

“Project Resources” – Cash, material support, equipment and services provided to the Project Participants, Principal Organizations or Secondary Collaborators.

“CRDF” - The U.S. Civilian Research and Development Foundation for the Independent States of the Former Soviet Union.

“Third Party Contribution” – Project Resources provided by a source other than CRDF in support of the project. This contribution may include cash, material or in-kind contributions. Third Party Contributions may or may not be directly administered by CRDF.

Article II: Background and Program Purpose

The U.S. Civilian Research and Development Foundation (CRDF) is a unique public-private partnership created to facilitate scientific and technological cooperation between the United States and the countries of the Former Soviet Union (FSU). It is a private, non-profit, charitable organization authorized by Congress and established by the National Science Foundation (NSF) in 1995 as an American response to the declining state of science and engineering in the independent states of the FSU. The CRDF’s purposes are to:

- Support exceptional peer-reviewed research projects that offer scientists and engineers alternatives to emigration and help prevent the dissolution of the scientific and technological infrastructure of the countries of the FSU.
- Advance the transition of weapons scientists to civilian work by funding collaborative non-weapons research and development projects.
- Help move applied research to the marketplace and bring economic benefits both to the countries of the FSU and to the United States.

Article III: Documents Incorporated by Reference

Annex A:	Authorized Project Participants
Annex B:	Cooperative Grants Program Proposal # 10714
Annex C:	Project Budget & Schedule of Payments
Annex D:	Principal Organization Payment Information

Order of Precedence: In the event of any inconsistency in the above-referenced documents, the terms and conditions of the Project Agreement shall control.

Article IV: Award Amount

- (A) Maximum Amount: This Project Agreement specifies a maximum award amount. Expenses in excess of this amount are the sole responsibility of the Project Participants and Principal Organizations.
- (B) Multiple Funding Sources: Funding for this award may originate from more than one funding source. Different funding sources may have different regulations governing the use of funds. While these stipulations are not expected to affect overall performance under this agreement, Project Participants and Principal Organizations are advised that payments in support of the project for certain purposes or types of activities may be made from only one source of funding.
- (C) For-Profit Organizations: U.S. For-Profit Principal Organizations must provide cash or material and in-kind contributions as specified in **Article XXXI: Special Terms and Conditions**.

Unless otherwise provided for in this Project Agreement, direct cash contributions from For-Profit Principal Organizations must be administered by CRDF. The total amount of such contribution is to be deposited with CRDF within thirty (30) days of the execution of this Agreement.

In the event of termination or expiration of this Agreement, any unobligated balance remaining from this contribution shall be returned to the U.S. Principal Organization.

- (D) The amount(s), sources and guidelines for Third Party Contributions in support of the project are identified in this Project Agreement.
- (E) CRDF assumes no responsibility for the payment of Third Party Contributions not administered by CRDF or for the compliance of the Project Participants and Principal Organizations with the funding terms of the organizations providing the contributions.
- (F) Payments under this Project Agreement will be made in accordance with the provisions of **Article VII** of this Project Agreement.

Article V: Authorized CRDF Representatives

- (A) The authorized representative of CRDF for the financial and administrative issues related to the implementation and management of this Project Agreement is:

Mr. William Freeman
Project Manager
Grant Assistance Program & CRDF Award Administration
U.S. Civilian Research and Development Foundation for the Independent States of the Former Soviet Union
1800 North Kent Street, Suite 1106
Arlington, VA 22209
Telephone: 703-526-9720
Facsimile: 703-526-9721
E-Mail: grantadmin@crdf.org

- (B) The CRDF representatives responsible for all programmatic and technical issues related to the implementation of the project are:

Mr. Kevin Wolf
Program Manager
Cooperative Grants Program
U.S. Civilian Research and Development Foundation for the Independent States of the Former Soviet Union
1800 North Kent Street, Suite 1106
Arlington, VA 22209
Telephone: 703-526-9720
Facsimile: 703-526-9721
E-Mail: kwolf@crdf.org

Article VI: General Responsibilities

- (A) **Responsibilities of the CRDF.**

- (1) The CRDF agrees, subject to the terms of this Project Agreement, to provide financial and material resources as specified in this Agreement and the approved Project Budget and Schedule of Payments to partially support the proposed project.
- (2) The CRDF shall endeavor to provide for the timely and secure transfer of Project Resources to the Project Participants in accordance with the Project Budget and Schedule of Payments and established CRDF procedures.
- (3) The CRDF shall endeavor to assist the Project Participants and Principal Organizations in all reasonable project-related financial, administrative and logistical issues within the scope of its procedures, program guidelines and legal status.
- (4) The management of Project Resources by the CRDF does not imply any responsibility on the part of the CRDF for the conduct of the project or any activities supported under this Agreement. Such responsibility resides solely with the Project Participants and Principal Organizations.

(B) Responsibilities of the Principal Organizations.

- (1) The Principal Organizations are responsible for providing project and administrative support to their Principal Investigators and the Project Participants, for coordinating the efforts of the Project Participants and for compliance with the terms of this Project Agreement.
- (2) The Principal Organizations are responsible for complying with CRDF procedures, including the submission of all required reports and documentation related to Project Resources provided to the Principal Organizations under this Agreement.

(C) Responsibilities of the Principal Investigators

- (1) The Principal Investigators are responsible for overseeing the technical work to be performed under the project; for providing technical leadership of activities; for preparing and submitting required reports; for ensuring that activities are coordinated with the Principal Organization(s) and other Project Participants; and for managing the project in compliance with terms of the Project Agreement.
- (2) The Principal Investigators are assigned the authority to prepare and submit payment requests to the CRDF in accordance with the approved Project Budget & Schedule of Payments.
- (3) Any change in a Principal Investigator or other project personnel on the project requires approval of the CRDF as specified in **Article VIII (B)**.

(D) Miscellaneous Provisions

- (1) It is the intention of all parties to this Project Agreement that the results of all work supported in whole or in part thereunder will be used only for civilian purposes.
- (2) All parties identified in this Project Agreement certify that all work to be performed will be carried out in a civilian environment in facilities that are accessible to the CRDF in accordance with **Article XI: Audit and Access**.
- (3) All aspects of this Agreement, except financial aspects and information specifically designated as proprietary or business confidential (see **Article XIII: Business Confidential Information**), are considered accessible to the public.

Article VII: Payments

- (A) Payments under this Project Agreement are subject to satisfactory performance and compliance with the terms of this Agreement.
- (B) Failure to comply with the terms of this Project Agreement will result in withholding of payments and may be grounds for suspension or termination of the award.

(C) Payments will be made in accordance with actual costs incurred in the execution of the project. Unspent and unobligated funds remaining at the end of the term of this Agreement shall revert to CRDF.

(D) Payments will be made in accordance with the approved Budget and Schedule of Payments.

(E) FSU Participant Expenses

(1) Individual Financial Support (IFS)

(a) Payments to individual project participants will be made in the form of individual grants to each designated Project Participant in accordance with the Project Budget & Schedule of Payments. Payments of the individual grants will be made directly to each participant by CRDF to individual bank accounts designated by CRDF in accordance with current CRDF procedures.

(b) Payments for Individual Financial Support may not exceed the amounts stipulated in the approved Project Budget & Schedule of Payments unless approved by an authorized CRDF Award Administration Representative.

(c) The FSU Principal Investigator is responsible for ensuring that appropriate records recording Project Participant level of effort are maintained and made available to the CRDF upon request.

(d) The first Individual Financial Support payment shall be paid in advance in accordance with the approved Project Budget and Schedule of Payments, upon execution of this Project Agreement and the submission by the Principal Investigator of an appropriate CRDF payment request form. Subsequent Individual Financial Support payments will be paid at the beginning of each award quarter upon receipt of a satisfactory Project Status Report and corresponding payment request. The final Individual Financial Support payment to the FSU participants shall be paid only at the conclusion of the Agreement term and the receipt and acceptance by the CRDF of a satisfactory Final Report.

(2) Travel Expenses

(a) Requests for arrangements for authorized travel (domestic and international transportation, allowances and per diem) will be made to CRDF or its representative in such form and detail as may be specified.

(b) Payments will be made directly to the carrier, vendor, traveler or other parties, as appropriate, by CRDF or its representative.

(c) Living allowances may not exceed U.S. Government established per diem rates for trips of less than two weeks. For visits of more than two weeks, living allowances may not exceed \$2,000 per month or the prorated equivalent.

(d) All air transportation purchased under this Agreement must be at the lowest available coach fare. Business-class and first-class tickets are not allowable expenses under this Agreement.

- (e) Unless otherwise stipulated in this Agreement, all air transportation under this Agreement is subject to the provisions of the Fly America Act (See Article X).

(3) Materials & Services

- (a) Requests for purchase of materials and services will be made to CRDF or its representative in such form and detail as may be specified.
- (b) Certain purchases of materials or supplies may be subject to U.S. export control regulations. The recipient Principal Organization agrees to cooperate with the CRDF should export licenses or similar authorization be required in the procurement of any equipment or service under this Agreement. It is further understood that the CRDF reserves the right to deny any purchase request that is not in compliance with applicable U.S. export control regulations.
- (c) Payments for materials and services under this Agreement will be made directly by the CRDF to the applicable vendor(s) on behalf of the Principal Organization unless otherwise agreed by the CRDF.
- (d) The Principal Investigator and Principal Organization are responsible for compliance with current CRDF procedures regarding the competitive procurement of materials, equipment and services under this Agreement.
- (e) The CRDF reserves the right to decline, to modify, or to designate an alternate vendor for any purchase request submitted under this Agreement.
- (f) Whenever possible and practicable, preference should be given to U.S. vendors in the procurement of materials and services under this Agreement.

(4) Institutional Support (IS)

- (a) Payments to the Principal Organization (or Secondary Collaborator organizations, as appropriate) for Institutional Support will be made directly by CRDF or its representative upon receipt of "Request for Payment" form(s) with such detail and certifications as may be specified.
- (b) Institutional Support will be paid to the currency account of the Principal Organization specified in Annex D to this Agreement. This account must be a legally-registered account held at a legally-recognized and fully-licensed financial institution located within the Principal Organization's home country. The FSU Principal Organization will promptly inform the CRDF, in writing, of any change in this account information.
- (c) Institutional Support funds must be utilized for direct and/or indirect institutional expenses related to the execution of the project.
- (d) Taxes and duties are not allowable costs for institutional support funds and no funds provided by CRDF may be used for such expenses.
- (e) Institutional Support payments will be paid, in accordance with the approved Project Budget and Schedule of Payments, as provided for in the following schedule:

- Payment 1 – 50% of approved Institutional Support amount will be paid upon execution of this Agreement and receipt of a corresponding payment request form from the FSU Principal Organization.
- Payment 2 – 25% of approved Institutional Support will be paid at the midpoint of the Agreement term upon receipt of a satisfactory financial report on the previous payment and a corresponding payment request form from the FSU Principal Organization.
- Final Payment – 25% of approved Institutional Support will be paid as reimbursement to the FSU Principal Organization for costs incurred after the expiration of this Agreement and the receipt of a satisfactory Final Report, a financial report on the prior Institutional Support payment, and a corresponding payment request form from the FSU Principal Organization with appropriate supporting documentation.

(F) U.S. Participant Expenses

- (a) U.S. Participant expenses may not exceed 20% of the total award amount unless otherwise provided for in this Project Agreement.
- (b) 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.
- (c) 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 quarterly. All invoices must reference the CRDF Award Number.
- (d) Indirect costs and overhead are not allowable expenses for U.S. Principal Organizations under this Agreement.
- (e) 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.
- (f) If authorized, in writing, by the U.S. Principal Organization, CRDF will reimburse the Principal Investigator directly for allowable travel expenses.
- (g) U.S. For-Profit Principal Organizations may not receive CRDF funds under this Agreement.
- (h) Payment for U.S. Participant expenses will be made via wire transfer to the bank account identified in Annex D: Institutional Payment Information.

(G) Miscellaneous Provisions

- a. CRDF reserves the sole right to determine the method of payment for any request submitted to the CRDF.
- b. CRDF reserves the right to decline any payment request received that is in contradiction to the terms of this Project Agreement or otherwise in violation of CRDF procedures or program guidelines.

Article VIII: Reporting Requirements

- (A) The Principal Organization and Principal Investigator named above are required to submit reports in accordance with the schedule set forth in schedule in Section (E) below. All reports are subject to review and approval by the CRDF.
 - (1) Project Status Reports will detail all payments received during the reporting period and will detail all materials and equipment purchased, travel undertaken, and other relevant financial details. A format for these reports is appended to this Project Agreement.
 - (2) The Principal Organization and Principal Investigator are also required to submit a Final Project Report within thirty (30) days of the termination of this Project Agreement. This report will detail all payments received during the agreement period, as well as the overall status of the project, significant accomplishments, and problems encountered. A format for this report will be provided by the CRDF approximately ninety (90) days prior to the expiration of this Agreement.

- (B) The Principal Organizations and Principal Investigators are also responsible for notifying the CRDF, in writing as soon as possible, of any of the following events:
 - (1) Any significant change in the methodology or procedures being used in the project from those discussed in the proposal;
 - (2) Any significant or major findings, breakthroughs, or events of unusual interest;
 - (3) Any problems, delays or adverse conditions that will materially affect the project, its objectives or time schedules and actions being taken to address them;
 - (4) Any changes in key personnel or their status on the project; and
 - (5) Any change in a Principal Investigator’s institution, mailing address, telephone or fax numbers, or e-mail address;
 - (6) Any change in or absence of a Principal Investigator or team member;
 - (7) Any change in the Principal Investigator’s or other key personnel level of effort devoted to the project;
 - (8) Any significant change in the project objectives or scope;
 - (9) Any reallocation between budget categories not previously approved that is equal to or exceeds 10% of the budgeted category amount or \$1,000, whichever is greater.

All changes in project personnel, budget reallocation requests (per point 9 above), and/or changes in project objectives or scope are subject to CRDF approval.

- (C) Institutional Support: Periodic reports from the FSU Principal Organization(s) detailing funds received from CRDF and expenditures of funds provided as Institutional Support are required. The Principal Organization is also responsible for securing such reports from any Secondary Collaborator(s) receiving Institutional Support funds under this Project Agreement and for providing these reports to the CRDF. A format for these reports will be provided by CRDF.

- (D) Trip Reports: Project Participants are required to submit brief trip reports at the conclusion of any project-related travel detailing the purpose and outcome(s) of trips undertaken in the course of the project.

- (E) Project Status Report Schedule:

Project status reports are to be submitted on a quarterly basis in accordance with the following schedule:

Report #1	Due 3 months from the effective date of this Agreement.
Report #2	Due 6 months from the effective date of this Agreement.
Report #3	Due 9 months from the effective date of this Agreement.
Report #4	Due 12 months from the effective date of this Agreement.
Report #5	Due 15 months from the effective date of this Agreement.

Report #6	Due 18 months from the effective date of this Agreement.
Report #7	Due 21 months from the effective date of this Agreement.
Report #8	Due 24 months from the effective date of this Agreement.

- (F) Failure to submit required reports will result in the withholding of payments or Suspension and Termination of this Agreement in accordance with the provisions contained herein.

Article IX: Equipment and Property [Applied to FSU Principal Organizations Only]

- (A) No item of equipment over \$1,000, other than items identified in the approved Project Budget, may be acquired under this Agreement without the prior written approval of CRDF.
- (B) All equipment and property acquired under this Agreement must remain available to and be used for the project.
- (C) Equipment and property acquired under this Agreement must be located and maintained at the premises of the Principal Organization or authorized Secondary Collaborator, as appropriate, unless authorized in writing by a designated CRDF Award Administration Representative.
- (D) Title to equipment and property will vest in the recipient Principal Organization (or Secondary Collaborator, as appropriate), unless otherwise approved by CRDF.
- (E) Unless otherwise stipulated, equipment received by the Principal Organization (or Secondary Collaborator, as appropriate) under this Agreement is supplied in the capacity of technical assistance and is transferred to the Principal Organization or Secondary Collaborator as authorized by the CRDF. The Principal Organization (or Secondary Collaborator, as appropriate) will inform CRDF within two weeks of receipt of any equipment purchased under this Project Agreement.
- (F) The Principal Organization (or Secondary Collaborator, as appropriate) is required to utilize the received equipment without the right to sell, transfer, lease or otherwise dispose of it to a third party or utilize it for commercial purposes during the term of the project supported under this Agreement.
- (G) All equipment and materials provided by CRDF under this Agreement must remain accessible to CRDF for viewing, examination or audit. Equipment and materials supplied under this Project Agreement may not be used in a manner inconsistent with this Agreement.
- (H) Use by military end-users or for military purposes is expressly prohibited.
- (I) The FSU Principal Organization shall ensure that all equipment and property provided under this Agreement is maintained in a manner consistent with its specifications and reasonable care, security and maintenance.
- (J) All items of equipment and physical property costing more than \$1,000 purchased under this Agreement shall be clearly marked as having been provided by the CRDF. Such markings shall be clearly visible and prominently displayed.

Article X: Fly America Act

Unless otherwise indicated in Article XXXI of this Agreement, the following provisions shall govern the air transportation of persons and property utilizing funds provided under this Agreement.

The General Services Administration issued an amendment to the Federal Travel Regulations in the November 13, 1998 edition of the Federal Register (vol. 63, no. 219). The amendment relates to the use of U.S. flag air carriers under the provisions of 49 U.S.C. 40118, which is commonly referred to as the Fly America Act.

- (A) Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by CRDF funding, must be performed by or under a code-sharing arrangement with a U.S.-flag carrier if service provided by such a carrier is available (see Comp. Gen. Decision B-240956, dated September 25, 1991). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number.

- (B) For the purposes of this requirement, U.S. flag air carrier service is considered available even though:
- (1) Comparable or a different kind of service can be provided at less cost by a foreign air carrier;
 - (2) Foreign air carrier service is preferred by or is more convenient for the agency of traveler; or
 - (3) Service by a foreign air carrier can be paid for in excess foreign currency.
- (C) The following rules apply unless their application would result in the first or last leg of travel from or to the U.S. being performed by a foreign-flag carrier.
- (2) A U.S.-flag air carrier shall be used to destination or, in the absence of direct or through service, to the farthest interchange point on a usually traveled route
 - (3) If a U.S.-flag air carrier does not serve an origin or interchange point, a foreign-flag air carrier shall be used only to the nearest interchange point on a usually traveled route to connect with a U.S. flag air carrier.
- (D) If a U.S.-flag carrier involuntarily reroutes the traveler via a foreign-flag air carrier, the foreign-flag air carrier may be used notwithstanding the availability of U.S.-flag air carrier service.
- (E) Travel to and from the United States: Use of a Foreign-Flag Air Carrier is permissible if:
- (1) The airport abroad is the traveler's origin or destination airport, and use of U.S.-flag air carrier service would extend the time in a travel status by at least 24 hours more than travel by a foreign-flag air carrier; or
 - (2) The airport abroad is an interchange point, and use of U.S.-flag air carrier service would increase the number of aircraft changes the traveler must make outside of the U.S. by 2 or more, would require the traveler to wait four hours or more to make connections at that point, or would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.
- (F) Travel Between Points Outside the United States: Use of a foreign-flag air carrier is permissible if:
- (1) Travel by foreign air carrier would eliminate two or more aircraft changes en route;
 - (2) Travel by a U.S.-flag air carrier would require a connecting time of four hours or more at an overseas interchange point; or
 - (3) The travel is not part of a trip to or from the United States and the use of a U.S. flag carrier would extend the time in a travel status by at least six hours more than the travel by foreign air carrier.
- (G) Short-Distance Travel: For all short-distance travel, regardless of origin and destination, use of a foreign-flag air carrier is permissible if the elapsed travel time on a scheduled flight from origin to destination airport by a foreign-flag air carrier is three hours or less and service by a U.S.-flag carrier would double the travel time.
- (H) In the event that a Project Participant traveling under this Agreement invokes one of above-referenced exceptions to the Fly America regulations, he/she must provide a written "CERTIFICATION OF UNAVAILABILITY OF U.S.-FLAG CARRIERS stating: "I [the traveler] hereby certify that the transportation service for personnel (and their personal effects) or property by certified U.S. air carrier was unavailable for the following reason(s): [State appropriate reason(s) as set forth above]."

Article XI: Audit and Access

- (A) Financial and other records pertinent to this award shall be retained for a period of not less than three (3) years from the expiration date of this Agreement.

- (B) The CRDF or its representatives have the right, with reasonable notice, to access those records for review, examination or audit.
- (C) The CRDF, the Director of the National Science Foundation, and the Comptroller General of the United States or their authorized representatives have the right to conduct site visits to facilities where project-related activities are being performed, meet with Project Participants, and view equipment purchased under this Agreement. The Principal Organization, and Secondary Collaborators as appropriate, will take all necessary steps to ensure that CRDF or its authorized representatives, with reasonable notice, are granted access to all facilities where project work is performed and to all Project Participants.
- (D) In the event that a request for access for site visit or audit made by CRDF or its duly authorized representatives is denied by the Principal Organization, the Principal Organization must provide in writing within ten days a reason for the denial of access and provide an acceptable alternative date for the site visit and/or audit to occur within thirty (30) days of original date requested by the CRDF.
- (E) Failure to provide access as required in this section shall constitute a material breach of this Agreement and will result in the immediate suspension of the award and the disqualification of the Principal Institution to participate in or receive funding under any current or future CRDF programs. The Principal Organization may also be required to repay all funds and materials received from the CRDF under this Agreement.
- (F) The Principal Organization shall ensure that the CRDF or its authorized representatives are provided access to the facilities of authorized Secondary Collaborators on terms consistent with this clause.

Article XII: Intellectual Property

- (A) The CRDF makes no claim on any intellectual property that may result from projects it supports.
- (B) The CRDF seeks to ensure adequate and effective protection of intellectual property created or furnished under its awards. The Principal Investigators agree to notify one another in a timely fashion of any inventions or copyrighted works arising under their CRDF awards and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided below unless otherwise agreed by the Principal Investigators, or a different allocation is required as a result of the operation of applicable law.

Scope: This statement is applicable to all cooperative activities undertaken pursuant to CRDF Awards except as otherwise specifically agreed to by the Principal Investigators or their designees.

- (1) For purposes of this statement, “intellectual property” shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- (2) Disputes concerning intellectual property arising under CDRF Awards should be resolved through discussions between the concerned collaborating Principal Investigators. Upon the request of either Principal Investigator, the dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Principal Investigators or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.
- (3) Termination or expiration of a CRDF award shall not normally affect rights or obligations of either Principal Investigator.
- (4) Each Principal Investigator shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation funded by CRDF grants. 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.
- (5) Rights to all forms of intellectual property, other than those rights described above, shall be allocated as follows:

All intellectual property rights to Background Information owned by the Project Participants prior to the execution of this Project Agreement will continue to be owned exclusively by the Project Participants.

All rights, title and interest to foreground intellectual property developed under the project shall vest in the individual or institution that has developed the new intellectual property.

All rights, title and interest to foreground intellectual property jointly developed under this Project Agreement shall be jointly owned by the Project Participants.

- (6) Researchers and scientists visiting in furtherance of their education shall receive intellectual property rights under the existing rules of the host institution. In addition, each visiting researcher named as an inventor or author shall have the right to national treatment regarding awards, benefits or other compensation, including royalties in accordance with the existing rules of the host institution.
- (7) The allocation of rights and interests will be determined in implementing arrangements between the Principal Investigators, subject to the dispute-resolution procedures referenced above. If research is not designated as "joint research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with the guidelines above.

Article XIII: Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under the award, each Principal Investigator, Principal Organization, and Project Participant shall protect such information in accordance with applicable laws, regulations, and administrative or internal practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

Article XIV: Publications

Any scientific publication resulting from the project supported by this Agreement must contain the following acknowledgment: "**The research described in this publication was made possible in part by Award No. _____ of the U.S. Civilian Research & Development Foundation for the Independent States of the Former Soviet Union (CRDF).**" Additionally, every publication resulting from the project supported by this Award (except scientific articles or papers appearing in scientific, technical or professional journals) must contain the following disclaimer: "**Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect those of the CRDF.**" Copies of publications resulting from work performed under this Agreement shall be provided to CRDF or its representatives upon request.

Article XV: Liability

CRDF assumes no liability for any claims arising out of any work supported under this Agreement or for unauthorized use of patented or copyrighted materials in connection with any work under this Agreement. In addition, all parties to this Agreement agree to indemnify and hold harmless the CRDF and its representatives for any liability that may be incurred, including attorney's fees, in defending any action as a result of work performed under this Agreement. The Principal Investigators/Project Directors and Principal Organizations are advised to take such steps as may be deemed necessary to insure or protect themselves, their employees and property.

Article XVI: Insurance

Mandatory health insurance is required for all participants traveling under this Agreement. Participants traveling under CRDF awards are required to maintain adequate health insurance coverage while traveling for purposes related to this Agreement. Travelers are individually responsible for obtaining such insurance coverage and must provide confirmation of coverage when requested by a CRDF representative. The reasonable cost of such coverage may be charged to the award.

Article XVII: Activities Abroad

- (A) All activities funded by this Agreement must be in accordance with the laws of the country(ies) in which the activities are being conducted. CRDF does not assume responsibility for compliance by the Principal Investigators/Project Directors, Principal Organizations or other project participants with the laws and regulations of the country(ies) in which the activities are to be conducted.
- (B) The Principal Investigators/Project Directors and Principal Organizations identified in the Award Notice must ensure that activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals (including all U.S. and FSU Government export control requirements) are obtained prior to undertaking proposed activities.

Article XVIII: Force Majeure

This Agreement and performance thereof by any party will in all respects be subject to delays or inability to perform all or any portion thereof by reason of strikes, lockouts, market shortages of labor or materials, acts of God, interruptions of transportation or communication services, or any other cause, condition or circumstances beyond the control of the parties, including, without limitation, the changing of any rules, law or regulation of any government or any bureau or department, or any sovereign act prohibiting performance of a party, and the term of this agreement or any obligation hereunder will, upon the agreement of the parties, be extended by the period of such delay. Should the acts or omission of a party in the form of non-performance of its obligations under this agreement prevent or delay performance by another party, such delay will be deemed an event of Force Majeure and the term of this Agreement or the obligation of the party prevented or delayed by such non-performance will, upon the agreement of the parties, be extended by the period of such delay. The agreement of a party to an extension of time for the performance of any obligation by another party pursuant to this paragraph will not be unreasonably withheld.

Article XIX: Taxes and Related Considerations [FSU Principal Organizations Only]

No funds provided by the CRDF under this Agreement may be subjected to any customs, duties, taxes, fees or other such costs incurred within the FSU. Funds provided by the CRDF under this Agreement may not be used to pay any FSU tax, duty or other levy. Participants shall inform CRDF immediately, in writing, of any tax or duty imposed on funds or materials provided by CRDF under this Agreement.

Article XX: Nondiscrimination [US Principal Organizations Only]

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.

Article XXI: Clean Air and Water [U.S. Principal Organizations Only]

(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 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 XXII: Animal Welfare

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).

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.

Article XXIII: Human Research Subjects

The Principal Organizations are responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Award. The Principal Organizations agree to comply with the NSF regulation entitled, "*Protection of Human Subjects*" [45 CFR 690].

Article XXIV: Research Involving Recombinant DNA Molecules

- (A) Applicability: This section applies to all research, for which CRDF grant funds are used, that falls within the scope of the Guidelines for Research Involving Recombinant DNA Molecules (NIH Guidelines) (Federal Register/Vol. 59, No. 127, July 5, 1994, 34495-34547), as amended, hereafter referred to as the "Guidelines".
- (B) Policy:
- CRDF grantees performing research within the U.S. that falls within the scope of the Guidelines shall comply with the Guidelines, including the procedural requirements and any subsequent revisions as they are published in the Federal Register. Grantee responsibilities include:
1. Each organization involved in the conduct of NSF-supported recombinant DNA research subject to the Guidelines must have a standing Institutional Biosafety Committee (IBC) as specified in Section IV of the Guidelines.
 2. Recombinant DNA research subject to the Guidelines must be registered with the IBC indicating compliance with the containment requirements specified in Part III of the Guidelines. IBCs are required to keep records of recombinant DNA research conducted at their organization in a form that is available to CRDF upon request.
- (C) Research Requiring Prior Approval of the Director, NIH
- In certain instances research should not be initiated or registered with IBC's prior to approval and determination of containment level by the Director, NIH. Normally such experiments are reviewed by the Recombinant DNA Advisory Committee before a decision is made by the Director, NIH. Such instances are:
1. research for which containment levels are not explicitly specified by the Guidelines;
 2. research involving experiments prohibited by the Guidelines; i.e., requests for exceptions to the Guidelines; and
 3. requests to perform experiments without regard to the containment specified in the Guidelines; i.e. exemptions from the Guidelines.
- (D) Recombinant DNA Research Outside the U.S.
- Recombinant DNA research within the scope of the Guidelines that is performed outside of the U.S. using funds provided by NSF for transportation, salaries or direct research expenses must comply with the U.S. or host country standards. If the research is to be carried out in a country that has adopted guidelines comparable to those of the U.S., a document with information and endorsements assuring compliance to the host organization standards must be submitted to NSF. NSF funds may not be used to carry out research using recombinant DNA in a country that has not adopted national guidelines unless the research is in full compliance with the Guidelines and the procedures required for NSF-supported research within the U.S.
- (E) Reporting
- Principal Investigators must report the following to CRDF and their IBCs:
1. new technical information relating to risks and safety procedures;
 2. serious laboratory accidents involving recombinant DNA material;
 3. serious laboratory-related illness of a laboratory worker; and
 4. safety problems.

(F) Additional Information

Inquiries concerning NSF policy on recombinant DNA research and its implementation should be addressed to:

Division of Molecular and Cellular Biosciences
National Science Foundation
4201 Wilson Boulevard
Arlington, VA 22230

Article XXV: Severability

If any provision of this Agreement is found to be invalid by any competent local or federal authority, the specified provision shall be considered null and void. All other provisions of this Project Agreement will remain in force as if the invalid provision had never been incorporated herein.

Article XXVI Issuance in Multiple Languages

For explanatory purposes or for the sake of clarification, this Agreement and associated documents may be translated into one or more languages other than English. In the event of the existence of such translations, the English-language version shall serve as the definitive variant in determining the interpretation of any provision contained herein.

Article XXVII: Suspension and Termination

- (A) CRDF reserves the right to suspend or terminate this Project Agreement, in whole or in part, for any reason, by providing at least fifteen (15) days advance notice in writing to the Principal Investigators and Principal Organizations. Written notice shall be considered made upon delivery by electronic mail, courier or registered mail (including express mail delivery).
- (B) In the event of suspension or termination, settlement payments or adjustments will be made on the basis of a determination of the project's progress and the reasonableness of costs and non-cancelable commitments actually incurred by the Project Participants.
- (C) In the event of a material breach of any provision of this Project Agreement by either Principal Organization or Principal Investigator, CRDF may terminate this Agreement immediately with written notification to the Principal Investigators and Principal Organizations. Written notice shall be considered made upon delivery by electronic mail, courier or registered mail (including express mail delivery).
- (D) 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 XXVIII: Amendment and Modification

Amendments to or modifications of the terms of this Agreement - other than administrative modifications by CRDF to correct typographic errors, authorize no-cost extensions or to make other similar administrative changes – require mutual approval of the Principal Organizations(s) and the CRDF.

Article XXIX: Award Activation

This Project Agreement shall only take effect upon execution by all parties. Should any Party fail to execute this Agreement within sixty days (60) of its issuance by the CRDF, the Agreement shall be considered null and void and the offer of award shall be withdrawn. Project Participants are advised that they may begin to incur costs under this Agreement only upon receipt of written notice of award activation by CRDF.

Article XXX: Miscellaneous Conditions

- (A) The Principal Organization (or Secondary Collaborator(s) as appropriate) may be required to submit documentation to obtain additional certification of the project's tax-exempt status in the respective FSU country. Specific instructions on requirements will be provided by CRDF. Failure to submit the required documents in a timely manner as requested by CRDF may result in delays or suspension of payments.
- (B) *For projects in the Russian Federation and Ukraine:* The FSU Principal Organization may be required to submit certain certifications to the authorized regulatory body governing the certification of the project as technical and/or humanitarian assistance in order to ensure tax exemption of Project Resources provided by the CRDF. Failure to comply with this requirement within ninety (90) days of the effective date of this Agreement shall result in the immediate suspension of payments under the Agreement and may result in the termination of the Agreement per Article XXVII, Section (C).
- (C) *For projects in the Russian Federation:* This Project Agreement is issued under the CRDF Cooperative Grants Program duly registered with the Technical Assistance Commission [Registration #000002].
- (D) *Subawards:* The Project Participants are not authorized to issue subawards under this Agreement without the written authorization of the CRDF Grant Administration Representative.
- (E) *Pre-Award Costs:* The allowability of costs incurred by Project Participants prior to the date of execution of this Agreement by all parties and award activation shall be solely at the discretion of the CRDF. Project Participants are advised that any costs incurred prior to the execution of this Project Agreement and activation of the award are the sole responsibility of the Project Participants.

Article XXXI: Special Terms and Conditions

None specified.

ANNEX A: Authorized Project Participants

Name	Institution	DOB	Passport #
Verbitsky, Mikhail Sergeevich	Independent University of Moscow	06/20/69	XXXI-MIO 735215
Kaledin, Dmitry Borisovich	Indepenedent Univesity of Moscow	12/15/69	III-СБ 733959
Bogomolov, Fedor A.	Courant Institute of Mathematical Sciences	09/26/46	

U.S. Civilian Research and Development Foundation
for the Independent States of the Former Soviet Union

ACCEPTANCE OF AWARD (FSU)

Project Title: *Hyperkaehler Geometry and Singularities*
CRDF Award #: RM1-2354-MO-02

FSU Principal Organization: Independent University of Moscow
FSU Principal Investigator: Verbitsky, Mikhail Sergeevich

Maximum FSU Amount: \$23,500.00
Maximum US Amount: \$1,500.00
Maximum Award Amount: \$25,000.00

Effective Period: Upon Execution by All Parties
Duration: 24 Months

US Principal Organization: Courant Institute of Mathematical Sciences
US Principal Investigator: Bogomolov, Fedor A

The project identified above is being supported under the CRDF Cooperative Grants Program [*Technical Assistance Commission Registration #000002*].

By signing below, the Principal Investigator and Principal Organization agree to comply with the terms and conditions of this Project Agreement.

ON BEHALF OF INDEPENDENT UNIVERSITY OF MOSCOW:

Signature of Verbitsky, Mikhail Sergeevich

Date

Signature & Stamp of Authorized Institutional Representative

Date

Print Name and Title

AUTHORIZED BY CRDF:

William O'Callaghan, Chief Financial Officer

Date

U.S. Civilian Research and Development Foundation
for the Independent States of the Former Soviet Union

ACCEPTANCE OF AWARD (U.S.)

Project Title: *Hyperkaehler Geometry and Singularities*
CRDF Award #: RM1-2354-MO-02

US Principal Organization: Courant Institute of Mathematical Sciences
US Principal Investigator: Bogomolov, Fedor A

Maximum FSU Amount: \$23,500.00
Maximum US Amount: \$1,500.00
Maximum Award Amount: \$25,000.00

Effective Period: Upon Execution by All Parties
Duration: 24 Months

FSU Principal Organization: Independent University of Moscow
FSU Principal Investigator: Verbitsky, Mikhail Sergeevich

The project identified above is being supported under the CRDF Cooperative Grants Program [*Technical Assistance Commission Registration #000002*].

By signing below, the Principal Investigator and Principal Organization agree to comply with the terms and conditions of this Project Agreement.

ON BEHALF OF COURANT INSTITUTE OF MATHEMATICAL SCIENCES:

Signature of Bogomolov, Fedor A

Date

Signature of Authorized Institutional Representative

Date

Print Name and Title

AUTHORIZED BY CRDF:

William O'Callaghan, Chief Financial Officer

Date

ANNEX D: INSTITUTIONAL PAYMENT INFORMATION

SECTION I: FSU INSTITUTIONAL SUPPORT PAYMENT ACCOUNT INFORMATION

To be completed by FSU Principal Organization ONLY.

Please provide the following information on the FSU Principal Organization's currency account. All Institutional Support funds under this Agreement will be paid using the account information provided below.

Note 1: Only funds budgeted as Institutional Support will be paid to this account.

Note 2: If the project will involve Institutional Support payments to a Secondary Collaborator, the corresponding account information for that organization will be required at the time of the submission of the payment request to CRDF.

Beneficiary Name (Recipient Institution)	
Beneficiary Account Number	
SWIFT Number or CHIPS UID Number	
US Corresponding Bank Name & Address	
Beneficiary's Address	
Beneficiary Bank Name & Address	
US Corresponding Bank Account Number or ABA #	
Notes/Special Instructions	

Authorized Institutional Signature and Stamp

Date

Print Name and Title: _____

ANNEX D: INSTITUTIONAL PAYMENT INFORMATION

SECTION II: U.S. PRINCIPAL ORGANIZATION PAYMENT INFORMATION

To be completed by the US Principal Organization ONLY.

Payments to the U.S. Principal Organization will be made via electronic wire transfer in accordance with the invoicing procedures described in the Project Agreement. Please provide the account information requested below for registration in our payment system. The account information provided below will be used to process payments for all U.S. Participant expenses billed under this Agreement.

Beneficiary Name (Principal Organization)	
Beneficiary Account Number	
Bank Name and Address	
ABA Routing Number	
Beneficiary's Address	
Reference Number to Use for Payment Identification	
Individual to Contact Regarding Payment Issues	
Telephone Number/Fax Number	
E-Mail Address	
Notes/Special Instructions	

Authorized Institutional Signature and Stamp

Date

Print Name and Title: _____