

**AMENDMENT NO. 1  
TO THE  
AGREEMENT BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
AGA KHAN UNIVERSITY**

**THIS AMENDMENT NO. 1** (the "Amendment") is made and entered into by and between Washington State University, by and through its Paul Allen School Global Animal Health ("WSU"), and Aga Khan University ("AKU").

**RECITALS**

**WHEREAS**, WSU and AKU have previously entered into that certain Agreement dated Oct 01, 2019 (the "Agreement") regarding Sample Collection and Lab Analysis; and

**WHEREAS**, the parties desire to extend the Agreement for an additional 15 Months.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Term Extended. Pursuant to section II of the Agreement, the term of the Agreement is hereby extended for 15 months and shall terminate on **June 30, 2021**. This term extension shall afford AKU with additional time to perform its contractual duties, at the payment rates provided by Exhibit B.

2. Other Terms and Conditions Unchanged. Apart from the previous modification, the Agreement remains unchanged and in full force and effect. This Amendment shall be effective on the last date signed below and shall be attached to the Agreement.

**WASHINGTON STATE UNIVERSITY**

~~AGA KHAN~~  
**AGA KHAN UNIVERSITY**

APPROVED BY:

Signature: 

Signature: 

Name: Samuel Schirer

Name: Prof Lukoye Atwoli

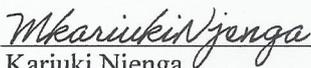
Title: Contracts Manager

Title: Dean, Medical College

Date: 9/1/2020

Date: 04 / 09 / 2020

RECOMMENDED BY:

Signature: 

Signature: 

Name: M. Kariuki Njenga

Name: Rahim Hassan Ali Khawaja

Title: Professor

Title: Director, Finance AKU, East Africa

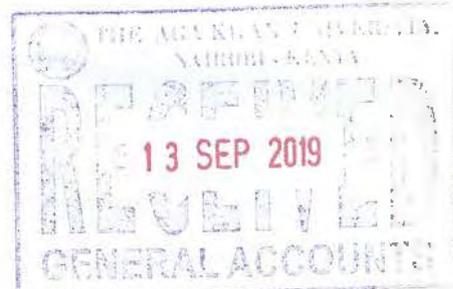
Date: August 31, 2020

Date: 24.09.2020

**AGA KHAN UNIVERSITY NAIROBI  
CONTRACT APPROVAL**

Non-Disclosure Agreement  Memorandum of Understanding  Contract Agreement

ENTITY NAME	Aga Khan University
DONOR	Washington State University, through CDC
GRANT NAME	Candida Auris project
PRINCIPAL INVESTIGATOR	Dr. Gunturu Revathi
CONTRACT/BUDGET AMOUNT	Currency: <u>USD</u> Direct Cost: <u>8,991</u> Indirect Costs: _____ Core Cost Recovery: _____ Total: <u>8,991</u>
PROJECT PERIOD	5 months
COMMENCEMENT DATE	9/01/2019
CONTRACT END DATE	1/31/2020
CONTRACT RENEWAL OPTION	No cost Extension <input type="checkbox"/> Cost Extension <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
PAYMENT TERMS	Cost Reimbursement <input checked="" type="checkbox"/> Cash Advance <input type="checkbox"/>
PI Approval:	Name: <u>Dr. Gunturu Revathi</u> Signature and Date: <u>Revathi 09/09/2019</u>
Director/Dean Approval:	Name: <u>Prof. Armstrong</u> Signature and Date: <u>24/9/19</u>
Grants and Contracts Approval	Name: <u>Simon Wanyoike</u> Signature and Date: <u>9/09/2019</u>
Legal Approval:	Name: <u>Josephine Osina</u> Signature and Date: <u>03/09/19</u>
Finance Approval	Checked by: <u>[Signature]</u> Reviewed by: _____ Approved by: _____



**AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
AGA KHAN UNIVERSITY, KENYA**

**THIS AGREEMENT** (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and Aga Khan University, Kenya, an institution of higher education duly registered and located in Nairobi, Kenya (hereafter referred to as "AKU").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which AKU will provide sample collection and laboratory analysis services to WSU for conduct of a *Candida auris* surveillance project under Centers for Disease Control and Prevention Grant # GH002143.

**NOW, THEREFORE**, the parties agree as follows:

**I. STATEMENT OF WORK**

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Purchase and provide supplies for the collection, culturing and characterization of suspected *C. auris* samples.

B. Duties of AKU:

1. Completion of training on procedures and protocols for the study;
1. Collect suspected *C. auris* samples from approximately 150 participants according to the study procedures and protocols;
2. Culture samples in the Aga Khan University Hospital laboratory; and
3. Characterize positive samples by gram staining.

**II. COMMENCEMENT & DURATION**

Subject to its other provisions, this Agreement shall commence upon the date of final signature (the "Effective Date") below, and shall be in effect for six (6) months (the "Term"), unless terminated sooner as provided herein. Performance of services outside the effective period of performance must be upon mutual agreement and in writing prior to commencement.

### III. PAYMENT

As compensation for the Services, WSU will pay AKU \$8,991. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates established in the Budget, which is attached hereto as Exhibit B to this Agreement. WSU will pay properly executed invoices within thirty (30) days of receipt.

### IV. BILLING PROCEDURES

AKU shall submit invoices to WSU on not more than a monthly basis. WSU shall pay for all approved and completed work by warrant or account transfer within thirty (30) days of receipt of a proper invoice. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Rebecca Manning  
Deputy Director for Finance and Administration  
Paul G. Allen School for Global Animal Health  
Washington State University  
PO Box 647090  
Pullman, WA 99164-7090  
Telephone: +1 509-335-5861  
Fax: +1 509-335-6328  
Email: [manningr@wsu.edu](mailto:manningr@wsu.edu)  
Cc to: [manoran@wsu.edu](mailto:manoran@wsu.edu)

A proper invoice is defined as:

Printed on AKU letterhead  
Includes the WSU Contract Number  
Name, address, and contact information for the invoicing party  
Detailed information regarding the services accomplished during this billing period  
Date of the billing period being invoiced

### V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be

subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for (6) six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

## **VI. CONFIDENTIALITY**

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. AKU acknowledges that WSU is an institution of higher education and agency of the State of Washington, and, as such, must comply with the Washington public records law, Chapter 42.56 RCW, if a request is made for records regarded under that law as public.

## **VII. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be jointly owned in equal shares by both parties.—Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **VIII. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **IX. MODIFICATION**

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **X. TERMINATION**

Either party may terminate this Agreement upon 30 (thirty) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement

prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XII.

#### **XI. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other.

#### **XII. DISPUTES**

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel who must be an advocate of at least 15 (fifteen) years standing with experience in arbitration matters. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. Each party shall bear their own costs with regards to the arbitration.

#### **XIII. GOVERNING LAW**

This Agreement is entered into pursuant to and under the authority granted by the laws of both the state of Washington and Kenyan laws as may be applicable and depending on circumstances. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. Applicable laws;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

#### **XIV. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **XV. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

#### **XVI. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **XVII. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

#### **XVIII. CONTRACT ADMINISTRATION**

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Rebecca Manning

College or Department: Paul G. Allen School for Global Animal Health

Address: PO Box 647090, Pullman, WA 99164-7090

Telephone: +1 509-335-5861

Email: manningr@wsu.edu

The Contract Administrator for AKU is:

Name: Prof. William Macharia

College or Department of Pediatrics/ Research Office

Address: 3<sup>rd</sup> Parklands Avenue, Off Limuru Road, Nairobi, Kenya  
Telephone: +254203662148/1136/1512  
Email: [macharia.william@aku.edu](mailto:macharia.william@aku.edu)

**XIV. FORCE MAJEURE**

If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

**XX. SIGNATURES**

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY  
("WSU")**

Recommended by:

By: M. Kariuki Njenga  
Name: M. Kariuki Njenga  
Title: Professor  
Date: \_\_\_\_\_

Approved by:

By: Amanda Owen  
Name: Amanda Owen  
Title: Assoc. Dir. Contracts and Real Estate  
Date: 9.5.19

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGA KHAN UNIVERSITY  
("AKU")**

Recommended by:

By: Dr. Gunturu Revathi  
Name: Dr. Gunturu Revathi  
Title: Faculty  
Date: 25/9/19  
Approved by:

By: Prof. Robert Armstrong  
Name: Prof. Robert Armstrong  
Title: Dean, Medical College  
Date: \_\_\_\_\_

Approved by:

By: Aileen Merali  
Name: Aileen Merali Thomas Ombech  
Title: Director, Finance, AKU, EA (Acting)  
Date: \_\_\_\_\_