

## SUBAGREEMENT

Between

### **Lynn Morris HIV Virology, a Division of WITS HEALTH CONSORTIUM (Pty) Ltd**

A private company established under the company laws of South Africa and wholly owned by the University of the Witwatersrand, Johannesburg with physical address at 31 Princess of Wales Terrace, Parktown, and duly represented by Jean du Randt in his capacity as Chief Financial Officer, and being duly authorized thereto

**(hereinafter referred to as “WHC”)**

And

### **UNIVERSITY OF CAPE TOWN**

A University incorporated in terms of the Higher education Act, 1997 and the statute of the University of Cape Town, as published and gazetted on 24 January 2020 in Government Gazette No 41, 42967, having its principal place of business at Bremner Building, Lower Campus, Lovers’ Walk, Rondebosch 7700, Cape Town, South Africa

**(hereinafter referred to as “UCT”)**

#### **WHEREAS:**

- WHC entered into a Funding Agreement with the South African Medical Research Council, a statutory sciences council established in terms of Section 2 of the Medical Research Council Act 58 of 1991 (“SAMRC”) for the project titled the *“Sisonke: Open-label, single-arm phase 3B implementation study to monitor the effectiveness of the single shot Ad26.COVID-19 vaccine among health care workers in South Africa”* (“the Project”)(“Main Agreement”);
- For the purpose of performing the Project activities and achieving the objectives of the Project, the SAMRC entered into a Collaboration Agreement with Janssen Vaccines and Prevention B.V. of the Netherlands (“Janssen”) for Janssen to provide the vaccine known as Ad26.COVID-19 to the SAMRC under certain terms and conditions provided for therein; and
- WHC and UCT have agreed that UCT shall perform certain work.

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

#### **ARTICLE 1      RELEVANT FUNDER**

1. This agreement is made as a result of the Main Agreement and as such relevant flow through provisions of the Main Agreement included in this agreement as well as applicable policies and procedures of the SAMRC as may be communicated to UCT from time to time will be applicable to this agreement. The Main Agreement is attached hereto as Annexure “A”.
2. In the event of any conflict between the terms and provisions of this agreement and the terms and provisions of the main agreement, the terms and provisions of the Main Agreement shall prevail.

**ARTICLE 2**      **SCOPE OF WORK**

1. UCT shall conduct the work as set forth in the Scope of Work attached as Annexure "B" hereto.
2. UCT shall, in all respects, carry out the Project in accordance with:
  - a) All applicable laws and regulations;
  - b) In terms of any regulatory permission and approvals and the current version of the Project protocol and plan;
  - c) In terms of any flow through provisions of the Main Agreement as well as the special provisions;
  - d) Acceptable industry standards (if any) and Project specifications and applicable service levels.
3. The deliverables for this Project as contained in the Scope of Work is of utmost importance. Failure to perform in terms of the deliverables shall constitute a material breach of the Agreement.

**ARTICLE 3**      **PERIOD OF PERFORMANCE**

1. The work under this agreement shall be performed for the period **19 May 2021 to 1 July 2022**.
2. No costs shall be incurred under this agreement beyond the agreed budget. The period of performance may be extended only by mutual written agreement of the parties.
3. Notwithstanding the period of performance, UCT will be obliged to deliver the work in terms of this agreement and no further payments will be made for the deliverables due under this agreement.

**ARTICLE 4**      **COMPENSATION AND PAYMENT**

1. In consideration of UCT's performance for the work performed under this agreement, WHC shall compensate UCT an amount not to exceed **R3 039 120 (three million and thirty-nine thousand one hundred and twenty Rands)** (VAT Exclusive) as per the budget attached hereto as Annexure "C" in installments as follows:
  - a) first tranche of **R1,519,560 (One million Five Hundred and Nineteen Thousand-Five Hundred and Sixty Rand)** (VAT Exclusive) to be paid upon signature of this Agreement and receipt of an invoice;
  - b) second tranche of **R1,519,560 (One million Five Hundred and Nineteen Thousand-Five Hundred and Sixty Rand)** (VAT Exclusive) on at least 70% (seventy percent) expenditure of the first tranche and acceptance of a satisfactory narrative and financial report.
2. It is agreed between the parties that the above referenced sum shall represent the total amount of this Agreement for this period, except that such amount may be amended by mutual written agreement of the parties. Upon inspection and acceptance by WHC of properly submitted deliverables and invoices, the amount set forth above will cover costs of the work, as detailed in the attached budget which becomes a part of this agreement as Annexure "C". WHC shall not be required to pay, and UCT shall not be required to incur any costs in excess of this amount.
3. Payment will be processed to UCT within 30 days of receipt of invoice into the following account:

Name of Bank : Standard Bank

Account No. : 07 150 385 4  
Account Name : UCT-SUNDRIES  
Branch Name : Rondebosch  
Branch Code : 025009  
SWIFT : SBZA ZA JJ  
Reference : {Invoice Number}

4. Any reimbursable costs over and above the amount specified in 1 above, will:
  - a) Be subject to the policies of WHC; and
  - b) Prior formal written approval by WHC.
5. UCT shall be obliged to invest the funds in a separate interest-bearing account / cost centre at UCT, unless otherwise agreed with WHC. Any interest earned on the funds shall accrue to UCT and will be disbursed on the Project. Interest accrued and applied as set out herein will be reported in the financial reports of the Project.
6. It is agreed that the attached budget represents the total budget and that further funding for subsequent periods, if applicable, is dependent on such funding actually received from SAMRC and terms as per Article 3(1) above.
7. Payment in terms of this agreement is at all times subject to and contingent upon the SAMRC providing funding in terms of the undertakings made and in accordance with the Main Agreement.
8. Funds may only be spent according to the project budget and project proposal and any required movement of funds between budget categories that exceeds 10% of the annual budget or roll-over of funding to the following period requires the prior written agreement of WHC. WHC may at its own discretion hold back 10% of the total budget from the final installment until the final report has been received and approved. Such approval shall be within 30 (thirty) days of receipt of the final report whereupon the final payment will be made to UCT.

#### **ARTICLE 5**      **COSTS and EXECUTION**

1. All spending, reporting and execution of this contract will be done adhering to the policies, principles and other requirements of SAMRC and/or as may be directed by WHC and as set out in the Main agreement entered into between the parties.
2. UCT shall assign the responsibility for the management of the project to an appropriate official who shall ensure performance of the Project.
3. By signing this agreement UCT acknowledges and understands that such signature constitute written assurance in terms of Section 38(1)(j) of the PFMA Public Finance Management Act, 1999 that it implements effective, efficient and transparent financial management and internal control systems and that it shall comply with all the applicable provisions of the PFMA insofar as it relates to the Agreement. Attached hereto as Annexure "D" is the declaration on terms of the PFMA.

#### **ARTICLE 6**      **INVOICE AND FINANCIAL REPORTING**

1. UCT shall submit invoices to WHC in an original and one copy for the work performed and expenses incurred.

2. UCT shall report on the financial expenditure, scientific outcomes, and operational progress on the Project in a format to be determined by WHC and as per the Main Agreement. The reports shall include such detail and be presented in such format as requested by WHC. These reports shall be due within five (5) days of the date requested or on date as per agreed timeline, and these reports will continue until thirty (30) days following termination of the Sub-agreement.

The invoice and reports shall reference WHC account number AH34 Sisonke Moore Research Invoice and reports are to be submitted to:

Attention: Candice Foster  
Tel: 0112749200  
Email: cfoster@witshealth.co.za

3. UCT shall furnish to WHC any necessary documentation supporting invoiced and reconciled amounts.
4. Failure to comply with these procedures and may result in disallowance of cost.
5. Any disallowance of costs will be repaid to WHC.
6. UCT shall, at the end of the contractual term and/or upon completion of the Project deliverables in terms of this Agreement, re-pay any surplus funds to WHC unless an alternative use for the funds by UCT has been agreed in writing by WHC.

## **ARTICLE 7**      **AUDIT AND RECORDS**

1. UCT shall maintain acceptable financial management systems during the term of this Sub-agreement. Such systems shall provide:
  - a. accurate, current and complete disclosure of the financial activity of this Sub-agreement in a separate project code or book of accounts;
  - b. records that identify the source and application of the funds;
  - c. effective control over and accountability for all funds, property and other assets;
  - d. comparison of actual outlays with budgeted Sub-agreement amounts;
  - e. consistency with the applicable administrative requirements and cost principles; and
  - f. accounting records supported by source documentation.
2. UCT's records (books of accounts and technical reports) shall be available to WHC or any of their duly authorized representatives, during regular business hours and with reasonable advance written notice, for the purpose of making audits, examinations, excerpts and transcriptions, if applicable. UCT agrees to co-operate in respect of all its activities under this Sub-agreement and to provide all information, documentation and audit reports as may be required to comply with audit requirements.
3. Failure to comply with the terms of this paragraph may lead to termination of this Sub-agreement.
4. Financial records, supporting documents and other records pertinent to this agreement shall be retained by UCT for a period of seven (7) years from the date of submission of the final report. Records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been settled.

**ARTICLE 8**      **INTELLECTUAL PROPERTY AND PUBLICATION RIGHTS**

1. In this Agreement, "Intellectual Property" means: any patents including patent applications, trademarks, registered designs, design rights, plant breeders rights, strains of micro-organisms, genetically modified micro-organisms copyrights, rights in databases and other protectable lists of information, protocols, standard operating procedures, rights in confidential information, trade secrets, and inventions and all know-how other similar industrial or commercial rights available throughout the world (including applications for any of them and all extensions and renewals, where relevant, which may now or in the future subsist), all know-how associated with any of the above and the goodwill attaching to any of them.
2. The ownership of rights in and to all Background Intellectual Property as well as Intellectual Property developed by any party to this Project after its commencement which is not Foreground Intellectual Property, will be and remains unaffected hereby.
3. No provision in this Agreement shall entitle either of the Parties to use the Background Intellectual Property of the other party without the express written consent of such other party.
4. The parties understand and agree that, due to the nature of the Scope of Work, the creation of Foreground Intellectual Property is unlikely to occur. Notwithstanding the foregoing, in the event that Foreground Intellectual Property is created, such Foreground Intellectual Property will be owned and managed in terms of the Intellectual Property Rights from Publicly Financed Research and Development Act, Act 51 of 2008 (IPR Act) and shall include the right to co-ownership by Janssen as provided for in terms of the IPR Act. Each co-owner may itself exercise and enjoy all rights and privileges associated with ownership of such co-owned Foreground Intellectual Property, including research and development, commercialization and assign or (sub-)license its rights in the co-owned Foreground Intellectual Property as if they were a sole owner, without accounting or notification to the other owner.
5. The Main Agreement entered into between WHC and the SAMRC shall govern all Intellectual Property and data generated as a result of the research and work undertaken in terms of this agreement.
6. The parties will not use or permit to be used, without the prior written consent, in any statement of an advertising or promotional nature, the name and logo of the other party. WHC may withhold consent or revoke such consent once given at its sole discretion.
7. WHC may require UCT to ensure that any advertising material, promotional item, transaction document or project material produced in terms of this agreement, includes a disclaimer, indemnity and/ or risk disclosure statement in the form and of the content as approved by WHC.
8. All publicity regarding the Project, including public statements or press releases by UCT or any third party, are subject to the prior review and approval of WHC.
9. Publication of the results of the Scope of Work conducted in terms of this agreement shall be in accordance with the Protocol-Specific Terms and Conditions applicable to the Project which require that:
  - 9.1 The SAMRC and Janssen will jointly publish the results of the Project with the participating organizations.

9.2 Prior to submission for any abstract, poster, manuscript, publication or presentation developed independent of WHC, the Principal Investigator will provide WHC with at least sixty (60) days for review of a manuscript. Notwithstanding the foregoing, no paper that incorporates WHC Confidential Information (apart from necessary background information) will be submitted for publication without prior written consent of WHC. If requested in writing, UCT will withhold such publication for up to an additional sixty (60) days to allow for filing of a patent application.

9.3 Publications will be in accordance with the standards set forth by the International Committee of Medical Journal Editors' Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals ("ICMJE Recommendations") (<http://www.icmje.org/recommendations/>). To be listed as an author of the Scientific Publication, an author shall meet the following ICMJE Recommendations criteria: substantial intellectual contribution to conception and design, or acquisition of data, or analysis and interpretation of data; drafting the article or revising it critically for important intellectual content; final approval of the version to be published; and agreement to be accountable for all aspects of the work in ensuring that questions related to the accuracy or integrity of any part of the work are appropriately investigated and resolved.

9.4 In the event that publication does occur, the parties agree that the contribution of the SAMRC and other funders will be duly acknowledged in a manner to be agreed with WHC.

10 Notwithstanding anything to the contrary, all Intellectual Property developed as a result of the Parties entering this Agreement will be dealt with taking into account the provisions of the IPR Act.

11 Publication of any of the data or results generated from the project and deliverables under this agreement will be dealt with in terms of clause 8 of the Main Agreement.

#### **ARTICLE 9**      **KEY PERSONNEL**

1. Prof. Penny Moore shall represent WHC as Principal Investigator and shall be responsible for overall technical matters relating to this agreement.
2. Prof. Wendy Burgers shall represent UCT as Principal Investigator and shall not be replaced without the prior written approval of WHC.
3. Candice Foster, or his/her designee, shall represent WHC as Contract and Financial Administrator and shall be responsible for all matters relating to the interpretation and administration of this Agreement.
4. Lucinda Rooza shall represent UCT and is responsible for all legal aspects of this Agreement.

#### **ARTICLE 10**      **SUBCONTRACTING**

None of the work performed under this agreement shall be subcontracted without prior written authorization from WHC, except for routine purchase of supplies, materials, and equipment or general support services.

#### **ARTICLE 11**      **LIABILITY**

1. UCT shall at all times be considered to be an independent contractor and shall not hold itself out as an employee, partner or otherwise of WHC, other than as may be agreed. Each party shall be solely liable for any claims, actions, demands or damages arising out of its performance of this agreement.
2. The liability of either party to the other party for any breach of this agreement, for any negligence, or arising in any other way out of the subject-matter of this agreement or the project will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect.
3. The aggregate liability of each party to the other party for all and any breaches of this agreement, any delict (including negligence) or arising in any other way out of the subject matter of this agreement or the project, will not exceed the total funds payable under this agreement.
4. Each party shall be solely liable for any loss, damage or injury to third parties resulting from the implementation of its part of this agreement and from the performance of the Project. Each party shall be solely responsible towards SAMRC for its performance of the Project and for its compliance of the term and conditions set out by SAMRC.
5. UCT assumes the full risk of loss of, or damage to, its property and the property of its employees, contractors and suppliers and/or bodily injury or death of its employees, contractors or suppliers, arising out of any activities under this agreement, excluding any damage arising out of acts of negligence or misconduct by the other party or by third parties.
6. UCT shall ensure that it has and maintains for the duration of this agreement, adequate insurance cover for its potential liability to WHC in respect of its obligations under this Agreement.

**ARTICLE 12**    **SEVERABILITY**

1. If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not effect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**ARTICLE 13**    **GOVERNING LAW**

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

**ARTICLE 14**    **ARBITRATION**

1. The parties shall use all reasonable efforts to resolve any dispute that may arise under this agreement through good faith negotiations.
2. In the event that the parties are unable to reach a settlement, such dispute shall be submitted to and decided by arbitration in Johannesburg and shall be heard by an arbitrator to be agreed between them, failing which one shall be nominated by the President of the Legal Practice Council. The arbitration shall commence within thirty (30) days of the appointment of the arbitrator.

3. The decision of the arbitrator shall be final and binding, and may at the request of either of the parties be made an Order of Court, in a Court of competent jurisdiction, which shall include an order on legal costs.
4. The arbitration clause will only be applied where such is not inconsistent with the terms of the Main Agreement.

**ARTICLE 15      TERMINATION**

1. Subject to the Main Agreement, this agreement may be terminated by either party without cause, by giving thirty (30) days prior written notice or as may be prescribed by the Main Agreement. The thirty (30) day termination period shall commence on the date of receipt of the notice by the affected party. UCT shall immediately stop all work under this agreement on the date and to the extent specified in the notice of termination.
2. It is further understood that if funds for the support of the agreed upon work become unavailable under this agreement or cancelled by SAMRC, WHC shall immediately notify UCT and have no obligation to reimburse costs incurred beyond the date of notification and shall terminate this agreement. WHC shall reimburse UCT for reasonable, non-cancelable obligations properly incurred prior to the effective date of termination. UCT shall submit a final financial report to WHC within forty-five (45) days of the notice of termination and will pay over to WHC any funds then still being held by UCT.
3. This agreement will automatically terminate upon termination of the Main Agreement.

**ARTICLE 16      SERVICE OF REQUIRED NOTICES**

1. Any notice required to be given under this agreement, and any invoice, payment, or communication associated with the performance of this agreement shall be deemed made if given by registered or certified mail, postage prepaid, and addressed either to the stipulated *domicilium citandi et executandi* given below or to such other address as may hereafter be specified in writing by the parties:

A)      **WITS HEALTH CONSORTIUM (PTY) LTD**

31 Princess of Wales Terrace  
Parktown, Johannesburg, 2193  
Contact person: Ms. Violet Parker  
Telephone: +27 11 274 9200  
Email: vparker@witshealth.co.za

B)      **UNIVERSITY OF CAPE TOWN**

Research Contracts & Innovation  
Allan Cormack House  
2 Rhodes Avenue  
Mowbray, 7700  
Cape Town, South Africa  
Telephone: +27 21 650 4015  
Email: piet.barnard@uct.ac.za

**ARTICLE 18      GENERAL PROVISIONS**



1. UCT enters into this agreement as an independent contractor and nothing herein contained shall be interpreted as establishing a principal/agent relationship, a partnership or joint venture between the WHC and UCT. Neither party has the authority to bind the other to any commitment whatsoever. The parties agree they will not hold themselves out to third parties as having authority to do so. WHC shall not be liable for any injury, loss or damages directly or indirectly incurred by UCT, as an independent contractor, arising out of or in connection with the Services rendered by UCT in accordance with this agreement.
2. Neither party shall use the name, logo or any trademarks of the other party unless that party has been duly licensed or authorized, directly or indirectly, in writing by said party for such use.
3. No alteration, variation, addition or agreed cancellation of this agreement shall be of any force or effect unless reduced to writing as an addendum to this agreement and signed by the parties or their duly authorised signatories.
4. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the parties would otherwise have.
5. This agreement and the annexures hereto contain the entire agreement between the parties and no party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto as provided herein.
6. No indulgence, leniency or extension of time, which any party ('the grantor') may grant or show to the other/s shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
7. The headings appearing in this agreement have been used for reference purposes only and shall not affect the interpretation of this agreement.
8. If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this agreement.
9. Clause 12 of the Main Agreement, Force Majeure, will mutatis mutandis be applicable to this agreement.

## **ARTICLE 19 SPECIAL PROVISIONS**

### **1. CONFIDENTIALITY**

During the term of the agreement the party receiving any confidential information and its respective employees ("Receiving Party") may have access to, and become acquainted with, Confidential Information of the party providing the confidential information ("Disclosing Party"). For the purposes of this clause, Confidential Information means all information and other data and knowledge, whether factual, interpretative or otherwise, associated with or related to the Disclosing Party, its Affiliates or their respective businesses and is exchanged in respect of the Project in any form (whether, written, machine readable or otherwise) and whenever and howsoever obtained by the Receiving Party, including information that by its nature may be deemed to be confidential.

The Receiving Party shall not disclose to others any Confidential Information of the Disclosing Party except as authorized in writing by the Disclosing Party, and shall keep and require that its officers, directors, agents, subcontractors, researchers and employees shall equally keep such information confidential.

The Receiving Party shall not copy, disclose, or furnish the Disclosing Party's Confidential Information to any third party, or use same for any purpose except insofar as may be necessary for the purpose of the agreement or as an order of the Court or for the purpose of any work to be done by permitted subcontractors and then only if copied, disclosed, or furnished under a similar obligation of confidence.

The obligation to keep such information confidential shall survive the termination of this agreement and continue for a period of in force for five (5) years from the termination of this agreement.

The following shall be exempted from this confidentiality undertaking.

- Confidential Information which, at the time of disclosure is already known to the Receiving Party (otherwise than by disclosure in confidence by the Disclosing Party); or
- Confidential Information, which is public knowledge at the time of disclosure or becomes public knowledge otherwise than by fault of the Receiving Party.
- Confidential Information, which is or was rightfully obtained by the receiving Party from a third party authorized to make such disclosure without restriction.
- Confidential Information, which is or was independently developed by or on behalf of the receiving Party without access to or reference to Confidential information of the disclosing Party.

## 2. DATA PROTECTION

2.1 Any data processed in terms of this agreement shall be processed in compliance with the Protection of Personal Information Act 4 of 2013 (hereinafter referred to as "POPIA"). WHC and UCT understand that within the context of medical research, a breach of the relevant provisions of POPIA is an offence and penalties can be imposed upon the researcher and UCT. For the purposes of this clause, "processed" shall have the meaning assigned to it in POPIA. In addition to ensuring compliance with POPIA, the parties undertake to ensure that:

2.1.1 processing of personal information received under this agreement or as a result of conducting activities under this agreement will occur in a lawful manner. The lawfulness of the processing shall be aligned with the legitimate purpose, which is to conduct the required activities under the Project (the Project, for the purposes of this clause is referred to as "legitimate purpose").

2.1.2 processing of personal information received will not be processed excessively and all processing shall occur within the limitation of the mandate and legitimate purpose.

2.1.3 no records in relation to any personal data that might be received will be retained for an excessively long period. All data shall be returned to the parties that provided it immediately upon completion of the purpose with which the data was delivered to the receiving party, unless agreed to otherwise.

2.1.4 all personal data that has been received will be regarded as "confidential information" as provided for at Article 19.1 above. In this regard the Parties have each taken all measures possible to guard against:

- a) damage and destruction;
- b) unlawful access to or processing of personal information;
- c) exposure to internal and external risks and established safeguards against such risks.

3. DELIVERABLE ITEMS - REPORTS OF WORK

UCT shall render reports as required by WHC's Principal Investigator. These will be, without limiting it thereto, complete narrative technical, factual and / or scientific and financial reports. UCT shall furnish the final narrative and financial reports within 30 (thirty) days of completion of the Project.

All reports shall provide details on the progress in terms of execution of the Project and expenditure of the Budget as set out in Annexures B and C, respectively. UCT must take expedient corrective measures to implement the recommendations of WHC in relation to the form, format or content of any progress report reviewed by WHC.

UCT is obliged to notify WHC of all Foreground Intellectual Property developed and created during the term of this Agreement. UCT shall report to WHC on a quarterly basis (i.e. every 3 (three) months) on all publications resulting from the Project in the preceding quarter (if any).

WHC is entitled to request that technical experts undertake a review and evaluation of the activities under the Project and a report to be provided to WHC. UCT shall be obliged to provide such technical experts with all reasonable information, data or technical reports regarding the activities requested by the technical experts, to enable the technical experts to assess the progress achieved and assess whether or not activities under the Project have been completed.

All reports shall be submitted to the following address or as otherwise requested in writing:

Attn.: Candice Foster  
Email: cfoster@witshealth.co.za

4. PROJECT ASSETS FACILITIES AND EQUIPMENT

Ownership of any assets purchased from funds under this agreement shall vest in WHC. UCT shall at all times maintain an Asset Register for such assets and ensure that such assets are properly maintained and kept in acceptable condition. WHC and the SAMRC shall have the right to examine the Asset Register at any reasonable time during and after the subsistence of this Agreement.

5. SURVIVING TERMS

Surviving terms of the Main Agreement will similarly survive this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written by their duly authorized representatives.

SIGNED AT Cape Town THIS THE 22 DAY OF September 2021.

**AS WITNESSES**

1. JC Senekal
2. L. Groenewald

LRooza

UCT

Name: Lucinda Rooza

Designation: Contracts Manager

(Duly authorized)

SIGNED AT JOHANNESBURG THIS THE 4th DAY OF October 2021.

**AS WITNESSES**

1. C. Markus

2. V. Parker

[Signature]

WHC

(Duly authorized)

**ANNEXURE A: MAIN AGREEMENT**

Attached separately

**ANNEXURE B: SCOPE OF WORK**

The laboratory of Prof. Wendy Burgers will perform the analyses of T cell responses and measure the frequency of vaccine-induced CD4+ and CD8+ T cells against a pool of peptides spanning the full vaccine-matched spike sequence, using cytokine flow cytometry on PBMC. The laboratory has the assays fully established. All three timepoints will be assessed.

**Immunology Assays - Sisonke Sub-study Prof Wendy Burgers, UCT**

T cell assays (n=100, 3 timepts)	Control	R1 180	300	1	R354 000
*n = 200 for Comorbidities	HIV pos	R1 180	300	1	R354 000
No T cells for Breastfeeding group	Pregnant	R1 180	300	1	R354 000
	> 55 years of age	R1 180	300	1	R354 000
	Comorbidities	R1 180	600	1	R708 000
	Staff	R428	1800		R770 400
<b>Total</b>					<b>R2 894 400</b>
Overhead @ 5%					<b>R144 720</b>
<b>Total with Overhead</b>					<b>R3 039 120</b>

**DECLARATION in terms of the PUBLIC FINANCE MANAGEMENT ACT 1999**

I confirm that the University of Cape Town has implemented financial policies and procedures that have created and maintain effective, efficient and transparent financial management and internal control systems.

I agree to provide copies of the organizations financial policy and procedural guidelines should the SAMRC or WHC request me to do so.

Signed \_\_\_\_\_ DATE \_\_\_\_\_  
NAME \_\_\_\_\_ ID no \_\_\_\_\_  
POSITION \_\_\_\_\_

Signed \_\_\_\_\_ DATE \_\_\_\_\_  
NAME \_\_\_\_\_ ID no \_\_\_\_\_  
POSITION \_\_\_\_\_ (Chief Financial Officer)