

Exhibit 1: Clauses Applicable to Federal Grants and Cooperative Agreements

1. If the Purchase Order, Master Service Agreement or Consulting Agreement (“Agreement”) involves funds from a United States Government grant, cooperative agreement or a subaward at any tier under a grant or cooperative agreement, the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (“Uniform Guidance”) are incorporated by reference into the Purchase Order or Agreement with the same force and effect as if they were given in full text, and form a part of the Standard Terms and Conditions of the Purchase Order or of the Agreement. In addition, the following clauses from the Uniform Guidance, Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) are incorporated herein and apply to the extent applicable. For purposes of a Consulting Agreement, “Vendor” means the Consultant.
 - a. **Equal Employment Opportunity.** Except as provided otherwise under 41 CFR Part 60, this clause applies to all Purchase Orders or Agreements that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60-1.3. Vendor agrees to comply with Executive Order 11246 (“Equal Employment Opportunity”) as amended by Executive Order 11375 (“Amending Executive Order 11246 Relating to Equal Employment Opportunity”) and implementing regulations at 41 CFR Part 60 (“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”).
 - b. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, if the Purchase Order or Agreement qualifies as a prime construction contract and is in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations at 29 CFR Part 5 (“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Under this law, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wage specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
 - c. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If the Purchase Order or Agreement qualifies as a prime construction contract and is in excess of \$2,000, Vendor shall comply with the Copeland “Anti-Kickback” Act, as supplemented by Department of Labor Regulations at 29 CFR Part 3 (“Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled.
 - d. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Purchase Order or Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor shall comply with the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations at 29 CFR Part 5. Under the Act, the Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard forty hour work week. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - e. **Rights to Inventions Made Under a Contract or Agreement.** If the Purchase Order or Agreement is for the performance or assignment of experimental, developmental, or research work that is under a “funding agreement,” Vendor must comply with the requirements of 37 CFR Part 401 (“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”), and any implementing regulations issued by the awarding agency.
 - f. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** If the Purchase Order or Agreement is in an amount in excess of \$150,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
 - g. **Debarment and Suspension (Executive Orders 12549 and 12689).** Vendor represents and warrants that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - h. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If the Purchase Order or Agreement is in an amount of \$100,000 or more, the Vendor and each subcontractor of the Vendor shall file the certification required under this Amendment. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to CSHL.

2. If the Purchase Order or Agreement involves the use of funds from the U.S. Department of Health and Human Services (“HHS”) or the National Institutes of Health (“NIH”), applicable terms will apply, including the Public Policy Requirements set forth in Exhibit 3 of the HHS Grants Policy Statement or the Public Policy Requirements and Objectives set forth in Section 4 of the NIH Grants Policy Statement, which are incorporated into the Purchase Order or Agreement by reference where applicable, with the same force and effect as if they were given in full text.
3. If the Purchase Order or Agreement involves funds from a National Science Foundation (“NSF”) award, applicable NSF terms apply, including those set forth in the NSF Proposal and Award Policies and Procedures Guide, and are incorporated into the Purchase Order or Agreement by reference where applicable, with the same force and effect as if they were given in full text. Vendor represents and certifies that it is in compliance with the applicable terms of the NSF Proposal and Award Policies and Procedures Guide.