OTHER TRANSACTION AUTHORITY FOR PROTOTYPE AGREEMENT

BETWEEN

Inovio Pharmaceuticals, Inc. (Awardee)
660 W Germantown Pike Ste 110
Plymouth Meeting, PA, 19462-1111
And
NATICK CONTRACTING DIVISION (Government)
110 Thomas
Johnson Dr.
Frederick, MD
21702

Effective Date: 22 June 2020

Agreement No.: W911QY-20-9-0016

Total Amount of the Agreement: (b) (4) [redacted]

(b) (6) [redacted]	(b) (6) [redacted]
Signature	**Signature**
(b) (6)	(b) (6)
Printed Name	**Printed Name**
CEO	**Agreements Officer**
Title	**Title**
6/22/2020	22 Jun 2020
Date	**Date**

This Other Transaction Authority for Prototype Agreement is entered into between the United States of America, hereinafter called the "Government", pursuant to and under U.S. Federal law, and Inovio Pharmaceuticals, Inc. a small business, non-traditional defense contractor, hereinafter called the "Awardee". The United States of America and Awardee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Awardee is eligible for an Other Transaction Authority for Prototype Agreement in accordance with 10 USC § 2371b(d)(1)(A) as amended by the National Defense Authorization Act for Fiscal Year 2018 as they are non-traditional defense contractor;

WHEREAS, in accordance with 10 U.S.C. 2371b, The Department of Defense currently has authority to award "other transactions" (OTs) in certain circumstances for prototype projects that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the Armed Forces. To the maximum extent practicable, competitive procedures shall be used when entering into agreements to carry out projects under subsection (a);

WHEREAS, the parties are developing a prototype only for use with Inovio's approved products and under Inovio's regulatory filings, whereby such protoype can generally be described as a proof of concept, model, reverse engineering to address obsolescence, pilot, novel application of commercial technologies for defense purposes, agile development activity, creation, design, development, demonstration of technical or operational utility, or combinations of the foregoing;

WHEREAS, this Agreement meets the criteria for a prototype project;

NOW THEREFORE, the Parties have agreed as follows:

ARTICLE 1. Scope.
This Other Transaction Authority for Prototypes Agreement (the "Agreement") is entered into between the Government and the Awardee on the Effective Date set forth above. For the avoidance of doubt, this Agreement is entered into pursuant to 10 U.S.C. § 2371b and is not a procurement contract governed by the Federal Acquisition Regulation (FAR), a grant, or cooperative agreement. The FAR and the Defense Federal Acquisition Regulation Supplement (DFARS) apply only as specifically referenced herein. This Agreement is not intended to be, nor will it be construed as, forming, by implication or otherwise, a partnership, a corporation, or other business organization. This Agreement is not subject to the Bayh-Dole Act, 35 U.S.C. §§ 200- 12.

B. The Parties agree that the sole purpose of this Agreement is for the development of an FDA approved next generation electroporation device and array for DNA Vaccine delivery of INO-4800 against COVID-19, with demonstrated capability to be produced at a large scale, as well as full automation for production of the device arrays, (hereinafter referred to as the "Prototype Project"). The Awardee shall develop the Prototype as described in the Awardee's Statement of Work (SOW), which is incorporated herein and attached hereto as Appendix A. For purposes of clarity, this Agreement does not contemplate Government use of the Prototype while it is an investigational device. Any subsequent Government purchase of the Prototype or the FDA-cleared device, including a follow-on contracting action under 10 USC 2371b(f), shall specify the terms of Government use, which shall be conducted

under Inovio's regulatory filings or under the terms of the FDA's clearance and consistent with the product labeling. No further use is permitted without Inovio's explicit prior written consent, whereby any such permitted use shall be negotiated by the parties and subject to a future agreement.

C. The prototype will be deemed successful where the Awardee's efforts meet the key technical requirements and are sufficient to meet an FDA compliant final report(s) that supports the completion of a human clinical trial(s). Follow on production pursuant to 10 USC 2371b is anticipated to be (b) (4) [redacted], which the Parties agree to negotiate such terms in good faith pursuant to a separate agreement.

ARTICLE 2. Term and Termination.

A. Term: The Term of this Agreement commences upon the Effective Date and extends through final payment. This Agreement is anticipated to end (b) (4) [redacted], subject to completion of the project(s). A transaction for a prototype project is complete upon the written determination of the appropriate official for the matter in question that efforts conducted under a Prototype OT: (1) met the key technical goals of a project, or (2) accomplished a particularly favorable or unexpected result that justifies the completion of the prototype.

B. Termination for Convenience: The Government may terminate this Agreement for any or no reason by providing at least thirty (30) calendar days' prior written notice to the Awardee. The Government and Awardee will negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination by the Government for convenience, consistent with the terms of this Agreement.

C. Termination for Cause: If the Awardee materially fails to comply with the provisions of this Agreement, the Other Transaction Agreement Officer (OTAO), after issuance of a cure notice and failure of the Awardee to cure the defect within ten (10) business days or the time allowed by the OTAO after Awardee's receipt of the cure notice, whichever is longer, may take one or more of the following actions as appropriate:

i. temporarily withhold payments pending correction of the deficiency,
ii. disallow all or part of the cost of the activity or action not in compliance,
iii. wholly or partly suspend or terminate this Agreement,
iv. withhold further funding,
v. require Awardee to pay repurchase costs as defined in Article 2C1, Repurchase Against vi. Contractors Account, or
vi. take any other legally available remedies.

1. Repurchase Against Contractors Account.
a. When the Prototype is still required after termination, the AO shall repurchase the same or a similar prototype against the Contractor's account as soon as practicable. The AO shall repurchase at as reasonable a price as practicable, considering the quality and delivery requirements. The AO may repurchase a quantity in excess of the undelivered quantity terminated for cause when the excess quantity is needed, but excess cost may not be charged against the

Contractor for more than the undelivered quantity terminated for cause (including variations in quantity). The AO will make a decision whether or not to repurchase before issuing the termination notice.
If repurchase is made at a price over the price of the Prototype terminated, the AO shall, after completion and final payment of the repurchase contract or agreement, make written demand on the Contractor for the total amount of the excess, giving consideration to any increases or decreases in other costs such as transportation, discounts, etc. If the Contractor fails to make payment, the AO shall follow the procedures in FAR subpart 32.6 for collecting contract debts due the Government.

b. If this Agreement is terminated for Cause, Awardee will grant the Government a non-exclusive, paid up, license to the Awardee and subawardee patents and documentation necessary for the purpose of developing the Prototype solely for use with the INO-4800 product for COVID-19 and shall only be conducted under Inovio's regulatory filings and solely for the pandemic period as applicable in the United States. No further use is permitted without Inovio's explicit prior written consent, whereby any such permitted use shall be negotiated by the parties and subject to a future agreement. The Awardee shall provide the Government or its designee with a non-exclusive, paid up, license to any patent, copyright, technical data or regulatory information held by the Awardee that relates to the technology to permit the Government to pursue commercialization of the technology with a third party solely for use with the INO-4800 product for COVID-19 and shall only be conducted under Inovio's regulatory filings and solely for the pandemic period as applicable in the United States. No further use is permitted without Inovio's explicit prior written consent, whereby any such permitted use shall be negotiated by the parties and subject to a future agreement, on terms to be agreed between the Parties and subject to rights granted or held by third parties. The terms of this section and the obligations herein will be included in any exclusive license given by the Awardee to a third party for any intellectual property covered by this Agreement, on terms to be agreed between Awardee and such third party. This clause will survive the acquisition or merger of the Awardee by or with a third party.

Notwithstanding this Article 2.C, the Government's rights and Awardee's obligations under this paragraph will cease to exist if the Government terminates this Agreement for any reason other than for Awardee's failure to materially comply with the terms of this Agreement.

D. Survival: In the event of Termination, all rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Agreement, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive the expiration or termination of this Agreement.

ARTICLE 3. Project Management.

A. Program Governance: The Awardee is responsible for the overall management of the project development program and related program decisions. The Government will have continuous involvement with the Awardee. The Awardee shall provide access to project results in accordance with the Awardee's Project Timeline located in Appendix A.

B. Project Managers: The Awardee and the Government will each designate a Project Manager responsible for facilitating the communications, reporting, and meetings between the Parties. Each Party will also designate an alternate to the Project Manager, in case the primary Project Manager is unavailable. See Project Manager/Alternate Project Manager point of contact information for each respective party below:

Awardee Project Managers

Primary Project Manager:	Alternate Project Manager:
(b) (6) [redacted]	

Government Project Managers (GPM)

Primary Project Manager:	Alternate Project Manager:
(b) (6)	

C. Key Personnel: The Awardee's organization shall be established with authority to effectively develop the Prototype. This organization shall become effective upon execution of this Agreement and its integrity shall be maintained until completion or acceptance of the effort by the Government. The key personnel listed in Appendix C are considered to be critical to the successful performance of this Agreement. Prior to replacing these key personnel, the Awardee shall provide written notification to the OTAO. The Awardee shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

D. Subaward Approval: Modifications to subawards and/or new subcontracts under this Agreement after the Effective Date that could reasonably impact the technical approach proposed and accepted by the Government require the approval of the OTAO prior to being executed.

E. The OTAO has assigned an Agreements Officer's Representative (AOR) for this agreement. The Awardee will receive a copy of the written designation outlining the roles and responsibilities of the AOR and specifying the extent of the AOR's authority to act on behalf of the OTAO. The AOR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or

condition of the contract.

ARTICLE 4. Agreement Administration.

In no event shall any understanding or agreement, modification, change order, or other matter in deviation from the terms of this Agreement between the Awardee and a person other than the OTAO be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the OTAO.

Government Representatives:

Other Transaction Agreements Officer
(OTAO) (b) (6)
ACC-APG-Fort
Detrick 110
Thomas Johnson
Dr. Frederick, MD
21702
(b) (6)
(b) (6)

Other Transaction Agreement Specialist
((b) (6)
ACC-APG-Fort
etrick 110
Thomas Johnson
Dr. Frederick, MD
21702
(b) (6)
(b) (6)

Agreements Officer's Representative
(b) (6)
JPM-CBRND-EB
110 Thomas
Johnson Dr.
Frederick, MD
21702
(b) (6)

Awardee Representatives:
(b) (6)

(b) (6)

[redacted]

ARTICLE 5. Performance Objectives and Changes.

A. Statement of Work (SOW): The SOW, Appendix A, describes the scope of activities that will be undertaken by the Awardee to achieve the objective.

B. Recommendations for Modifications: At any time during the term of this Agreement, progress or results may indicate that a change in the SOW would be beneficial to the project objectives. Recommendations for modifications, including justifications to support any changes to the SOW, will be documented in a letter and submitted by Awardee to the GPM with a copy to the OTAO. This letter will detail the technical, chronological and financial impact, if any, of the proposed modification to the project. Any resultant modification is subject to the mutual agreement of the Parties. The Government is not obligated to pay for additional or revised costs unless and until this Agreement is formally revised by the OTAO and made part of this Agreement. Any modification to this Agreement to account for recommended changes in the SOW or Payable Milestones will be considered a supplemental agreement.

C. Review of Recommendations: The OTAO will be responsible for the review and verification of any recommendations to revise or otherwise modify the Agreement, the SOW, the milestone payments, or other proposed changes to the terms and conditions of this Agreement.

D. Minor Modifications: The Government may make minor or administrative Agreement modifications unilaterally (e.g., changes in the paying office or appropriation data, changes to Awardee personnel proposed by Awardee, etc.).

E. Amending the Agreement: The Government will be responsible for effecting all modifications to this Agreement, with the concurrence of the Awardee for modifications that are not minor or administrative. Administrative and material matters under this Agreement will be referred to OTAO.

F. Modification Communications: No other communications, whether oral or in writing, that purport to change this Agreement are valid.

G. Government Property: If applicable, terms and conditions applicable to Government Property shall be incorporated through Appendix D.

E. Disputes: For any disagreement, claim, or dispute arising under this Agreement, the parties shall communicate with one another in good faith and in a timely and cooperative manner. Whenever disputes, disagreements, or misunderstandings arise, the parties shall attempt to resolve the issue by discussion and mutual agreement as soon as practicable. Failing resolution by mutual agreement, the aggrieved party shall request a resolution in writing from the OTAO. The OTAO will review the matter and render a decision in writing within sixty (60) calendar days. Thereafter, either party may pursue any right or remedy provided by law in a court of competent jurisdiction as authorized by 28 U.S.C. 1491. Alternately, the parties may agree by mutual consent to explore and establish and Alternate Disputes Resolution procedure to resolve this dispute. The Awardee shall proceed diligently with performance under this agreement pending resolution of the dispute.

ARTICLE 6. Inspection/Acceptance

A. Inspection: The Government has the right to inspect and test all work called for by this Agreement, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the premises of the Awardee or any subawardee engaged in performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. If the Government performs any inspection or test on the premises of the Awardee or a subawardee, the Awardee shall furnish and shall require subawardees to furnish, at no increase in price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the Agreement, the Government shall bear the expense of Government inspections or tests made at other than the Awardee's or subawardee's premises.

B. The Government shall inspect/accept or reject the work as promptly as practicable after completion/delivery, unless otherwise specified in the Agreement. Government failure to inspect and accept or reject the work shall not relieve the Awardee from responsibility, nor impose liability on the Government, for nonconforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with Agreement requirements. The Government has the right to reject nonconforming work. Inspection/Acceptance of the Prototype performed should not exceed 90 days after completion

ARTICLE 7. Financial Matters

A. This Agreement is an expenditure type Other Transaction Authority agreement. The payments provided under this Agreement are intended to compensate the Awardee on a cost basis for performance under this Agreement. The Awardee shall provide its best efforts to complete a prototype project based on the estimated cost. Payments are based on amounts generated from the Awardee's financial or cost records.

B. Payment. Payments are based on amounts generated from the Awardee's financial or cost records. The Awardee shall be reimbursed for each element identified in the awarded cost proposal, executed and accomplished in accordance with the performance schedule set forth in Appendix B. The schedule is predicated upon the Government's fiscal year, which begins on October 1 of each year, and ends on September 30 of the subsequent calendar year.

C. Obligation. Under no circumstances shall the Government's financial obligation exceed the amount obligated in this Agreement or by amendment to the Agreement. The amount of Government funds obligated by this Agreement and available for payment is set forth in the supplemental PD2 version of the agreement, and any subsequent modifications. The Government may incrementally fund this agreement.

D. The Government is not obligated to provide payment to the Awardee for amounts in excess of the amount of obligated funds allotted by the Government.

E. The Government shall pay the Awardee, upon submission of proper invoices, the costs stipulated in this Agreement for work delivered or rendered and accepted, less any deductions provided in this Agreement. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the Agreement. Payments will be made within thirty (30) calendar days of receipt of a request for payment.

F. Prior written approval by the OTAO, or the AOR, is required for all travel directly and identifiably funded by the Government under this agreement. The Awardee shall present to the OTAO or AOR, an itinerary for each planned trip, showing the name of the traveler, purpose of the trip, origin/destination, dates of travel, and estimated cost broken down by line item as far in advanced of the proposed travel as possible, but no less than two weeks before travel is planned to commence. In the event that emergency travel is required (e.g. in the event of an outbreak) that would make two weeks' notice impractical, travel requests may be submitted to the Government for an expedited

review. Emergency travel requests shall be labelled as such and shall include a brief summary of the emergency situation and rationale for expedited review.

G. WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

1. Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

2. Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232- 7003, Electronic Submission of Payment Requests and Receiving Reports.

3. WAWF access. To access WAWF, the Awardee shall (i) have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and (ii) be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this website.

4. WAWF training. The Awardee should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

5. WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

6. WAWF payment instructions. The Awardee must use the following information when submitting payment requests and receiving reports in WAWF for this Agreement:

i. Document type. The Awardee shall use the following document type: Voucher

ii. Inspection/acceptance location. The Awardee shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

iii. Document routing. The Awardee shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	***Data to be entered in WAWF***
Pay Official DoDAAC	**HQ0490**
Issue By DoDAAC	**W911QY**
Admin DoDAAC	**W911QY**
Inspect By DoDAAC	**W56XNH**

7. Payment request and supporting documentation. The Awardee shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, costs, fee (if applicable), and all relevant back-up documentation in support of each payment request.

8. WAWF email notifications. The Awardee shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b) (6)

9. WAWF point of contact.

The Awardee may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of Clause)

H. Comptroller General Access to Records: To the extent that the total Government payments under this Agreement exceed $5,000,000, the Comptroller General, at its discretion, shall have access to and the right to examine records of any Party to the Agreement or any entity that participates in the performance of this Agreement that directly pertain to, and involve transactions relating to, the Agreement for a period of three (3) years after final payment is made. This requirement shall not apply with respect to any Party to this Agreement or any entity that participates in the performance of the Agreement, or any subordinate element of such Party or entity, that has not entered into any other agreement (contract, grant, cooperative agreement, or "other transaction") that provides for audit access by a government entity in the year prior to the date of this Agreement. This paragraph only applies to any record that is created or maintained in the ordinary course of business or pursuant to a provision of law. The terms of this paragraph shall be included in all sub-agreements to the Agreement other than sub-agreements with a component of the U.S. Government. The Comptroller General may not examine records pursuant to a clause included in an agreement more than three years after the final payment is made by the United States under the agreement.

ARTICLE 8. Report and Data Requirements

A. Weekly Teleconferences and Communication

Awardee shall conduct weekly teleconferences with the Government throughout the performance of the Agreement to discuss tasks accomplished and direction for the upcoming tasks. The Government anticipates reducing the teleconferences once enrollment executes and again after completion of the trial. Awardee shall provide agendas and read-ahead material as required two days prior to the meetings and shall provide minutes of each meeting to the Government. Awardee shall include key subcontractors as attendees at these teleconferences when applicable. The Awardee shall provide meeting minutes within (b) (4) after each formal scheduled meeting/teleconference conducted with JPEO EB.

B. Quarterly Progress Reports

The Awardee shall submit a Quarterly Progress report within (b) (4) after the end of each quarter of performance. The Quarterly Progress report shall contain the technical progress made during the previous quarter and the updated resource loaded Integrated Master Schedule (IMS) in Microsoft Project format. The schedule update shall include the explanation for any changes in the schedule, and drivers for the changes, as applicable. The report should also address any concerns that would impact the performance, schedule, or cost planned for the effort. The Awardee shall report risk matrix

format to include risk mitigation strategies. Note: Any identified changes require formal notification to the OTAO in accordance with the Agreement provisions.

In addition, the Quarterly Progress Report shall contain regular status updates of all Intellectual Property (IP) license(s) related to the effort to ensure that all license(s) are in good standing as the project progresses. In the event of any change in IP license(s) status or potentially imminent change in status, the Awardee shall immediately contact the OTA and GPM in writing.

The Government will have (b) (4) to respond to the report with any comments and the Awardee will have an additional (b) (4) to revise the deliverable or respond to those comments.

C. Quarterly Financial Status Report

The Awardee shall submit a Quarterly Financial Status Report no later than (b) (4) after the end of each quarter of performance. The Government will have (b) (4) to respond to the report with any comments and the Awardee will have an additional (b) (4) to revise the deliverable or respond to those comments. Reports will cover work performed every three (3) months for the duration of the Period of Performance (PoP).

In addition, the Quarterly Financial Status Report shall include quarterly expenditure forecasts with both the quarterly planned accrual and the cumulative total. Expenditure forecast submissions shall include analysis of the cost drivers for Estimate to Complete changes, if any, from the previous projection. The Awardee shall provide all submissions in Excel format, including all formulas.

D. Expenditure Forecasts

The Awardee shall submit the first expenditure forecast within thirty (30) calendar days after receiving the project award. An updated forecast shall be submitted within (b) (4) of any project modifications that modify the PoP or the cost of the prototype. Expenditure forecast submissions shall include analysis of the cost drivers for Estimate to Complete changes, if any, from the previous projection. The Awardee shall provide all submissions in Excel format, including all formulas.

E. Final report

A Final Report shall be prepared at the end of the effort by the Awardee. The Final Report shall narrate a complete summary of the project execution and associated results obtained. The narration will include outstanding problems and their potential solutions, problems solved during the course of the agreement, and the solutions to the solved problems. The Final Report shall demonstrate how the prototype was developed and advanced.

The Awardee shall submit a Draft Final Report by the (b) (4) (b) (4) following the end of the project. The Government shall provide comments to the Awardee by the (b) (4) following receipt of the Awardee's Draft Final Report. The Awardee shall submit the Final Report on the (b) (4) calendar day after receipt.

F. Ad Hoc Meetings

In addition to the monthly meetings and written quarterly program updates, additional ad hoc meetings to address specific issues or to convey time-sensitive updates or scientific data related to the program will be held.

G. Patents - Reporting of Subject Inventions
For purposes of this paragraph, "Subject Invention" is defined as any invention, discovery, or improvement of the Awardee, whether or not patentable, that are conceived of or first actually reduced to practice in the performance of work under this Agreement. The Awardee shall report any OTA Inventions in accordance with the terms and conditions of this Other Transaction Agreement (OTA).

H. All documentation submitted to the government must have quality oversight from an independent quality group not reporting to the executing management group (for example; clinical trials group, data management group, etc)
8. Miscellaneous Data Submissions

I. If applicable, the Awardee must submit to the Government all Point Papers, Briefings, Technical Performance Plans (TPP), Program Development Plans (PDP), Regulatory Strategy, Technology Transfer Report and Gap Analysis, Formulation Development, Feasibility and Optimization Reports, United States Army Medical Research and Material Command Animal Care and Use Review Office (USAMRMC ACURO) Approvals, Human Resources Operations Branch (HROB) Approvals, Technical Presentations and Publications, and any formal technical reports that have been prepared for eventual submission to FDA or other regulatory agencies. Examples include the following reports related to: pharmaceutical development, manufacturing development, manufacturing validation, completed batch records, certificates of analysis, analytical development and validation, drug substance and product stability, nonclinical testing, and clinical testing. Examples include clinical performance and clinical quality documentation.

J. Work Breakdown Structure
Three-level WBS with costs and schedule (top level is program, level two (2) is phase, level three (3) are major tasks). For WBS level two (2), show breakdown for labor, material, and other indirect costs.

WBS shall be updated annually or (b) (4) after a Statement of Work modification. Government review/approval is (b) (4) after receipt of first submittal. Provide changes to draft within (b) (4) of such request. Provide final document within (b) (4)

after approval of changes is received.

K. Integrated Master Schedule
The Awardee shall provide within (b) (4) after project award an IMS in Microsoft Project format. Any updates to the IMS shall be included in the monthly progress reports.

Submission shall be (b) (4) after the end of each month of performance. The Government will have (b) (4) to respond to the report with any comments and the performer will have an additional (b) (4) to revise the deliverable or respond to those comments.

L. Incident Report.

The Awardee shall report any incident to the Government that could result in more than a one month delay in schedule from the most recent IMS critical path delivered to the Government. Telephonically contact the GPM within one day of incident. A written summary report shall be submitted within (b) (4) of an incident, to include, what happened, what was the impact, if there are any available corrective actions and a time line for when the corrective actions would be in place.

M. Quality Agreement.

The Awardee shall submit a quality agreement within 90 days of award for Government review. Upon acceptance the agreement is to be executed by both parties. This document must flow down to all subawards.

ARTICLE 9. Most Favored Customer

(b) (4)

(b) (4)

ARTICLE 10. Confidential Information

(i) Definitions

(1) “Disclosing Party” means the Government or the Awardee who discloses Confidential Information as contemplated by the subsequent Paragraphs.
(2) “Receiving Party” means Government or the Awardee who receives Confidential Information disclosed by a Disclosing Party.

(3) “Confidential Information” means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret (as defined below) if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. “Confidential Information” includes any information and materials considered a Trade Secret by the Awardee. “Trade Secret” means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if –

(a)The Disclosing Party thereof has taken reasonable measures to keep such information secret; and

(b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information: The Government shall not be obligated to transfer Confidential Information independently developed by or on behalf of the Government absent an express written agreement between the Parties involved in the exchange providing the terms and conditions for such disclosure.

C. Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article 11, Intellectual Property Rights, and Article 12, Data Rights, provided that the duty to protect such “Confidential Information” and “Trade Secrets” shall not extend to materials or information that:

(a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,

(b) Are not identified with a suitable notice or legend per Article 12 entitled "Confidential Information" herein,

(c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,

(d) Are or later become part of the public domain through no fault of the Receiving Party,

(e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,

(f) Are developed independently by the Receiving Party without use of Confidential Information as evidenced by written records,

(g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Proprietary Information: Upon the request of the Disclosing Party, the Receiving Party shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed. As used

in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term: The obligations of the Receiving Party under this Article shall continue for a period of seven (7) years from conveyance of the Confidential Information.

F. The Government shall flow down the requirements of this Article 10 to their respective personnel, member entities, agents, and Awardees (including employees) at all levels, receiving such Confidential Information under this Agreement..

ARTICLE 11. Intellectual Property Rights

A. Background IP and Materials. The Awardee and the Government each retain any intellectual property (IP) rights to their own materials, data, technology, information, documents, or know-how—or potential rights, such as issued patents, patent applications, invention disclosures, or other written documentation—that exist prior to execution of this Agreement or are developed outside the scope of this Agreement ("Background IP"). Additionally, no party to the Agreement will enter into an agreement with any contract manufacturer or other third party whereby the third party will obtain rights in OTA Inventions or Study Data, as those terms are defined in this Agreement, absent the mutual consent of the parties to the awarded contract, however any party having an existing agreement with Inovio shall not be subject to this requirement.

B. Awardee's Background IP. Awardee warrants that it has filed patent application(s) or is the assignee of issued patent(s) directed to a device previously provided to the Government and hereby incorporated as Attachment 1 which contain claims that are related to research contemplated under this Agreement. No license(s) to any patent applications or issued patents shall be granted under this Agreement to the Government, and the application(s) and any continuing applications (except for continuing applications pursuant to this agreement) identified to the Government are specifically excluded from the definitions of "OTA Invention" contained in this Agreement: Background

C. Patent Indemnity. The Awardee shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of this Agreement, provided the Awardee is reasonably notified of such claims and proceedings.

D. Patent Prosecution. Awardee agrees to take responsibility for the preparation, filing, prosecution, and maintenance of any and all patents and patent applications listed as Awardee Background IP that are relevant to the work performed under this Agreement. Awardee shall keep the Government reasonably advised on the status of Awardee Background IP by providing an annual report on the status of Awardee Background IP. Prior to acting on a decision by Awardee to abandon or not file in any country a patent or patent application covering an OTA Invention, which is defined below, Awardee shall so inform the Government in a timely manner to allow Awardee to thoughtfully consider the Government's comments regarding such a proposed decision. Nothing in this ARTICLE shall restrict the Government in its preparation, filing, prosecution and maintenance of a patent or patent application covering an OTA Invention.

E. Patent Enforcement. Awardee will have the first option to enforce any patent rights covering an OTA Invention owned jointly by the Parties or solely by Awardee, at Awardee's expense. If Awardee chooses not to exercise this option, the Government may enforce patent rights covering a joint OTA Invention only with Awardee's prior written approval.

F. Ownership. Ownership of any invention, regardless of whether it is not patentable, or is patentable under U.S. patent law that is conceived or first reduced to practice under this Agreement ("OTA Invention") will follow inventorship in accordance with U.S. patent law. The Bayh-Dole Act, 35 U.S.C. §§ 200-212 does not apply to this Agreement and, as such, title to inventions will belong to the inventor or via assignment of ownership to the inventor-organization. The Parties represent and warrant that each inventor is obligated to assign and will assign his or her rights in any such inventions to his or her employing organization. If either an Awardee employee or a Government employee makes a sole OTA Invention, the entire rights to that OTA Invention will be respectively assigned to the Awardee or the Government. If an Awardee employee and a Government employee jointly make an OTA invention, it will be owned jointly by the Awardee and the Government. Ownership of inventions made in whole or in part with subawardee or collaborator employees, including employees of other components of the Government, will be determined solely pursuant to an agreement between the Awardee and the applicable subawardee or collaborator.

G. Patent Applications. The Parties will respectively have the option to file a patent application claiming any OTA Invention made solely by their respective employees. The Parties will consult with each other regarding the options for filing a patent application claiming a joint OTA Invention. Within thirty (30) calendar days of being notified of the discovery of an OTA invention or filing a patent application covering an OTA Invention, each Party will provide notice of such discovery or filing to the other Party. The Parties will reasonably cooperate with each other in the

preparation, filing, and prosecution of any patent application claiming an OTA Invention. Any Party filing a patent application will bear expenses associated with filing and prosecuting the application, as well as maintaining any patents that issue from the application, unless otherwise agreed by the Parties.

H. Licenses. Upon the Awardee's request, the Government agrees to enter into good faith negotiations with the Awardee regarding the Awardee's receipt of a nonexclusive commercialization license covering the Government's interest in any OTA Invention made in whole by a Government employee. Any OTA Invention made solely by an Awardee employee is subject to a nonexclusive, nontransferable, irrevocable, paid-up license for the Government to practice and have practiced the OTA Invention with "Unlimited rights," as this term is defined in DFARS 252.227-7013a)(16), as if this regulation were applicable to inventions, rather than technical data.

I. Executive Order No. 9424 of 18 February 1944 requires all executive Departments and agencies of the Government to forward through appropriate channels to the Commissioner of Patents and Trademarks, for recording, all Government interests in patents or applications for patents.

ARTICLE 12. Data Rights

A. All data generated in connection with the performance of this Agreement, or that arises out of the use of any materials or enabling technology provided or used by the Awardee in the performance of this Agreement, other Awardee materials or Awardee confidential information, whether conducted by the Government or the Awardee (collectively, the "Study Data"), shall be owned by the Awardee. The Government shall have the right to use, modify, reproduce, release, perform, display, or disclose data first produced in the performance of this Agreement within the Government and otherwise for "Unlimited rights," as this term is defined in DFARS 252.227-7013(a)(16). The Government may, under a separate agreement or by modification to this agreement, obtain any rights to use or disclose the Awardee’s material or data to the extent that such material or data was produced outside the scope of this Agreement.

Notwithstanding the above, as a result of this Agreement, the Government shall obtain "Unlimited rights," as this term is defined in DFARS 252.227-7013(a)(16) specific to any data generated under this agreement.

B. The Awardee agrees to retain and maintain in good condition until seven (7) years after completion or termination of this Agreement, all data generated under this Agreement. In the event of exercise of the

Government's rights as potentially granted under paragraph 2.C, the Awardee agrees to deliver at no additional cost to the Government, all data, in Awardee's possession and developed under this Agreement, necessary to develop the Prototype within sixty (60) calendar days from the date of the written request.

C. Marking of Data: The Awardee will mark any data delivered under this Agreement with the following legend:

"Use, duplication, or disclosure is subject to the restrictions as stated in Agreement No. W911QY-20-9-0016 between the Government and the Awardee."

Any rights that the Awardee or the Government may have in data delivered under this Agreement, whether arising under this Agreement or otherwise, will not be affected by Awardee's failure to mark data pursuant to this Article.

D. All Technical Data and Software (each term as defined under DFARS 252.227- 7013) which shall be delivered under this Agreement with less than unlimited rights shall be identified in reasonable specificity and particular rights granted (Government Purpose, Limited or Restricted (all as defined in DFARS 252.227-7013)) prior to entering into the Agreement. All other Technical Data and Software developed under funding of this agreement shall be delivered with unlimited rights as provided for within this Article.

ARTICLE 13. Regulatory Rights

A. This Agreement includes research with an investigational drug, biologic or medical device that is regulated by the U.S. Food and Drug Administration (FDA) and requires FDA pre-market approval or clearance before commercial marketing may begin. It is expected this
Agreement will result in the FDA clearance and commercialization of product(s) as set forth in this agreement (the "Technology"). The Awardee will serve as the Sponsor of the Regulatory Application (an Investigational New Drug Application (IND), Investigational Device Exemption (IDE), New Drug Application (NDA), Biologics License Application (BLA), Premarket Approval Application (PMA), or 510(k) Pre-Market Notification Filing (510(k)) or another regulatory filing submitted to FDA) that controls research under this agreement. The Sponsor of the Regulatory Application to FDA (as the terms "sponsor" and "applicant" are defined or used in at 21 CFR §§3.2(c), 312.5, 600.3(t), 812.2(b), 812 Subpart C, or 814.20) has certain standing before the FDA that entitles it to exclusive communications related to the Regulatory Application.

B. The Senior Director Medical Regulatory (SDMR) is the JPEO-CBRND and DTRA-JSTO representative for all regulatory and quality activities. The Awardee shall coordinate with the SDMR prior to communicating or meeting

with the FDA, or other regulatory authorities, as appropriate. .

C. The Awardee shall invite the SDMR to all FDA meetings and regulatory discussions applicable to this OTA Project.

1. With respect to any products under this Agreement regulated by the FDA for which the Awardee serves as Sponsor, the Awardee agrees to the following:

i. The Awardee shall provide to the Government all data, including top-line summaries and key conclusions from all studies, supporting the regulatory filing and commercial approval to the extent that such data, summaries, and conclusions are funded under this Agreement. In addition, the Awardee will offer the Government the opportunity to review and provide comments on a final draft of regulatory submissions which include data funded under this Agreement. The Government will review any such submissions promptly upon receipt. The Awardee shall reasonably consider any comments provided by the Government, and prior to submission shall provide notification to the Government of any additional edits or revisions. The Awardee shall keep the Government reasonably apprised of planned FDA meetings and post-meeting outcomes relating to activities funded under this Agreement.

ii. Communications. The Awardee shall provide the Government with all communications and summaries thereof, both formal and informal, to or from FDA regarding the regulatory submissions subject to this Agreement and ensure that the Government representatives are invited to participate in any formal Sponsor meetings with the FDA. The Awardee shall use its best efforts to ensure that the Government representatives are invited to participate in any informal Sponsor meetings with the FDA so long as the Awardee has 48 hour advance notice of such Sponsor meeting from the FDA prior to the scheduled meeting time.

iii. Non-compliance with section (C)(1)(i) or (C)(1)(ii) may result in termination of the agreement.

2. Product Development Failure. Certain product development failures may trigger certain remedies in Section (3) below for the Government advanced developer funding the development of the work in this Agreement. This remedy is not available to the Government for any cause outside of the following:

i. if this agreement is terminated for nonperformance; or

ii. the Contractor gives notice, required to be submitted to the Government no later than 30 business days, of any formal management decision to terminate this product development effort pre-market or to file for Federal bankruptcy protection.

3. If any of the product development failures listed in section (b) occur, the Awardee, upon the request of the Government:

i. shall transfer possession, ownership and sponsorship or holdership of any Regulatory Application submitted solely for approval of the Technology (including any associated expedited review designation, priority review voucher, or marketing exclusivity eligibility or award), regulatory correspondence, and supporting regulatory information related to the Technology to the Government or its designee;

ii. shall provide DoD or its designee with a letter ("Reference Letter") providing permission to reference any Regulatory Application submitted to the FDA for a combination drug-device product that includes the Technology;

iii. shall inform FDA of the transfer of sponsorship or holdership of the Regulatory Application transferred under section (c)(i) above or the Reference Letter issued under section (c)(ii) above; and

iv. shall negotiate in good faith a non-exclusive license, at customary industry rates and under reasonable terms and conditions, to any patent, copyright or other intellectual property owned or controlled by the Awardee, developed prior to or outside the scope of this agreement, or any technical data that is necessary for the Government to pursue commercialization of this technology with a third party for sale to the Government or otherwise.

D. Awardee shall submit to the Government, within thirty (30) days of contract award, a fully executed sponsor authorization letter enabling FDA to disclose information to the JPEO-CBRND and its government support contractors related to the Technology under Public Law 115-92. A Template of the letter is available upon request. JPEO-CBRND shall submit the executed letter to the FDA only if the Technology becomes a DoD medical product priority under Public Law 115-92.

E. This Article 13 will survive the acquisition or merger of the Awardee by or with a third party. This Article will also be included in any subcontracts/sub agreements relating to the development of the Technology. This Article will survive the expiration of this agreement.

ARTICLE 14. Foreign Access to Data.

Export Compliance: The Parties will comply with any applicable U.S. export control statutes or regulations in performing this Agreement.

ARTICLE 15. Scientific Publications and Press Releases.

A. The Parties shall jointly agree on a publication plan for the Study Data derived from studies executed under this Agreement. This publication plan will identify key new Data to be disclosed or presented and the target date for finalizing any related scientific abstract or manuscript. As part of its Quarterly Program Reviews, the Awardee will share the publication plan with the Government.

B. The Parties will jointly develop each abstract or manuscript and agree on the authorship and the content of the final draft to be submitted; provided that authorship for each abstract and manuscript will be determined based on whether a particular individual made a significant contribution to the conceptualization, design, execution, or interpretation of a research study, as authorship is defined in the fifth edition of the Guidelines and Policies for the Conduct of Research in the Intramural Research Program at NIH, available at: https://oir.nih.gov/sites/default/files/uploads/sourcebook/documents/ethical_conduct/gui delines-conduct_research.pdf.

C. Prior to submission for publication, the Parties shall provide drafts of proposed publications to the authors of such publications for review and comment, and shall provide copies to non-authors for viewing purposes. Review periods are ten (10)
business days for abstracts, or less than ten (10) business days if agreed by Project Managers and in order to meet publication submission deadlines. Review periods are twenty (20) calendar days for manuscripts. Contributing parties shall be appropriately accredited in any publication.

D. The Parties will jointly agree on whether to issue one or more press releases related to the resulting Data. If all Parties agree that one or both Parties will issue a press release, each Party will also have the right to review and agree on the content in advance of its publication. Other parties, if any, contributing to the studies, will have review rights and will be appropriately accredited in the press release. For data generated in studies executed by Awardee outside the scope of this Agreement, the Awardee, at its sole discretion, may issue a press release related to such data.

ARTICLE 16. Miscellaneous Clauses.

A. No Consent. Nothing in the terms of this Agreement constitutes express or implied Government authorization and consent for Awardee or its

subawardee(s) to utilize, manufacture or practice inventions covered by United States or foreign patents in the performance of work under this Agreement.

B. Patent Infringement. Each Party will advise the other Party promptly and in reasonable written detail, of each claim or lawsuit of patent infringement based on the performance of this Agreement. When requested by either Party, all evidence and information in possession of the Party pertaining to such claim or lawsuit will be provided to the other at no cost to the requesting Party.

C. Limitation of Liability. In no event will either Party be liable to the other Party or any third party claiming through such Party for any indirect, incidental, consequential or punitive damages, or claims for lost profits, arising under or relating to this Agreement, whether based in contract, tort or otherwise, even if the other Party has been advised of the possibility of such damages.

D. Disclosure of Information. Subject to Article 10, the Awardee shall not release to anyone outside the Awardee's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this Agreement or any program related to this Agreement, unless (i) the OTAO has given prior written approval or (ii) the information is otherwise in the public domain before the date of release. For purposes of this clause, Awardee's Organization includes entities identified as Collaborators in Appendix A Table 1.

E. Force Majeure. Neither Party will be liable to the other Party for failure or delay in performing its obligations hereunder if such failure or delay arises from circumstances beyond the control and without the fault or negligence of the Party (a Force Majeure event). Examples of such circumstances are: authorized acts of the government in either its sovereign or contractual capacity, war, insurrection, freight embargos, fire, flood, or strikes. The Party asserting Force Majeure as an excuse must take reasonable steps to minimize delay or damages caused by unforeseeable events.

F. Severability. If any provision of this Agreement, or the application of any such provision to any person or set of circumstances, is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

Choice of Law. This Agreement and the resolution of disputes hereunder will be governed, construed, and interpreted by the statutes, regulations, and/or legal precedent applicable to the Government of the United States of America. Unless explicitly stated, the Parties do not intend that this Agreement be subject to the Federal Acquisition Regulation either directly or indirectly or by operation of law. When a specific FAR requirement is incorporated by reference in this

Agreement, the text of the clause alone will apply without application or incorporation of other provisions of these regulations.

Order of Precedence. In the event of a conflict between the terms of this Agreement and the attachments incorporated herein, the conflict shall be resolved by giving precedence in descending order as follows: (i) the Articles of this Agreement, and

(ii) the Appendices to the Agreement.

Appendix A
Statement of Work

The Awardee plans to execute the program in accordance with the statement of work provided below. The plan is to accomplish the entire project based on the schedule prescribed in this agreement. Completion dates are expressed in Appendix B. The numbering scheme below is adopted from the Awardee's Statement of Work as included in its proposal. Only the sections of the proposal included in this Appendix A are made a part of this Agreement. Unless otherwise indicated below, all tasks will be carried out at the Awardee's facilities.

(i) Statement of Work

The objectives of this SOW are:

1. Development of the CELLECTRA® 3PSP intradermal device to affect completion by end-2020 capable for use in the US military population and US population as a whole;
    - Complete development and functional prototyping of devices (Jul – Oct 2020)
        - Fabrication of injection molds and other tooling required to produce components
        - Lock down device design
        - End of Ph2 Design review meeting
        - Production of final prototype devices for V&V testing use
        - Procure materials and tooling to support manufacturing scale up
    - Conduct verification/validation testing to support Regulatory approvals to enable deployment into the field (Oct – Dec 2020)
        - Conduct software V&V testing
        - Conduct mechanical V&V testing
        - Conduct electrical V&V testing
        - Conduct gene expression testing in guinea pigs
        - Conduct final usability study
        - Conduct IEC 60601 safety testing
        - Conduct Array shelf life verification
        - Conduct Array biocompatibility testing
        - Conduct Sterilization testing
        - Conduct IEC 60601 EMC testing
        - Conduct System Reliability testing
        - Conduct Packaging Shipping verification
        - Release all final documentation and reports
        - Conduct End of Ph3 Design Review
    - Preparation of Regulatory package for submission to new FDA device MF (Jan 2021) – See regulatory plans below.
3. Development of Array automation capable of supporting population level vaccination programs, to include supporting materials and supportive equipment to demonstrate production of CELLECTRA® 3PSP devices and arrays at an initial

100M/year run rate to support FDA approval.

- Develop high speed array automation lines and commission equipment for array production (Jun – Dec 2020)
    - Development of the product scale-up activities to move to high volume automation.
    - Conduct automation proof of concept studies
    - Procure 3 automation lines (10M annual run rate/line)
    - Procure molding equipment, tooling, fixtures and production materials to support 30M annual run rate.
    - Develop and de-bug automation lines
    - Release array product manufactured at a 30M annual run rate via automated assembly method
    - Regulatory submission - Master File amendments will be submitted to support necessary scale up of manufacturing or device design enhancements needed for manufacturability.
- Replicate additional high speed array assembly lines and commission for a 100M/year array run rate (Jul/Aug – Mar 2021)
    - Procure 7 additional automation lines(10M annual run rate/line)
    - Procure molding equipment, tooling, fixtures and production materials to support 100M annual run rate.
    - Develop and de-bug automation lines
    - Release array product manufactured at an additional 60M annual run rate via automated assembly method
    - Complete automation scale up and array manufacturing achieves 100M/year annual array run rate
    - Regulatory Submission - Master File amendments will be submitted to support necessary scale up of manufacturing or device design enhancements needed for manufacturability.

- Scale-up CELLECTRA® 3PSP device manufacturing assembly lines to achieve a run rate of 30,000 in Q1/Q2 2021 and 100,000 in Q3/Q4 2021 (Feb – Dec 2021)
    - Increase production lines capacities to achieve 625 device/week.
    - Monitor run rate weekly
- Regulatory submission of amendment to FDA MF 17158 (Mar 2021) – See regulatory plan below.

4. Additional large scale plasmid production runs and fills to support the manufacture and supply of 500K dose of INO-4800 to support FDA approval of the device
    - Demonstrate production of cGMP DNA plasmid DS and DP at commercial scale suitable to support device approval.
    - The final dose is anticipated to be 1mg delivered in multi-dose vials. The project will provide drug product to deliver approximately 500K doses of

vaccine to use in clinical trials in support of FDA approval, or under EUA as applicable.

- Complete GMP drug substance manufacture at RH (5 batches) (May - Dec 2020)
    - Conduct GMP drug substance manufacture at RH 1 (May 2020)
    - Conduct GMP drug substance manufacture at RH 2 (Sep 2020)
    - Conduct GMP drug substance manufacture at RH 3 (Oct 2020)
    - Conduct GMP drug substance manufacture at RH 4 (Nov 2020)
    - Conduct GMP drug substance manufacture at RH 5 (Dec 2020)
- Complete GMP drug product fill/finish at selected CMO (5 batches) (Jun -Dec 2020)
    - Conduct GMP drug product fill/finish 1 (Jun 2020)
    - Conduct GMP drug product fill/finish 1 (Jun 2020)
    - Conduct GMP drug product fill/finish 2 (Oct 2020)
    - Conduct GMP drug product fill/finish 3 Nov 2020
    - Conduct GMP drug product fill/finish 4 Dec 2020
    - Conduct GMP drug product fill/finish 5 Dec 2020
- Release and distribute total of 500,000 1-mg doses in multi-dose vials for clinical trials necessary to obtain FDA approval of the device or under EUA as applicable (Dec 2020)

All device development and manufacturing activities follow 21 CFR 820 requirements which include maintaining the device history file, device master record, and device history record.
Detailed milestones and deliverables are summarized in the tables below.

Milestones/Deliverables	**Start**	**Finish**
Objective 1: CELLECTRA® 3PSP Device Development		
Fabrication of injection molds and other tooling required to produce components	Jun-20	Aug-20
Production of initial Handset molded parts	Jul-20	Aug-20
Development of initial software with full device functionality	Jul-20	Jul-20
Build prototype devices using initial molded parts	Aug-20	Aug-20
Conduct preliminary 60601-1-1 safety testing with prototype device	Jul-20	Aug-20
Formative Usability study #3 and report	Aug-20	Aug-20
Continue to develop and refine initial software by testing and bug fixes	Jul-20	Sep-20
Test and refine circuit board design	Jun-20	Aug-20
Test and refine Handset mechanical design	Aug-20	Aug-20
Finalize circuit board design and update schematic, layout, BOM	Aug-20	Sep-20
Finalize Array mechanical design and update drawings, BOM	Jul-20	Jul-20
Finalize Handset mechanical design and update drawings, BOM	Sep-20	Sep-20
Production and receipt of final circuit boards for V&V testing build	Sep-20	Oct-20

Production and receipt of final Array molded parts for V&V testing build	Jul-20	Jul-20
Production and receipt of final Handset molded parts for V&V testing build	Sep-20	Sep-20
Final software for V&V testing	Oct-20	Oct-20
Lock down device design	Aug-20	Aug-20
End of Ph2 Design Review meeting	Oct-20	Oct-20
Production of final prototype devices for V&V testing use	Oct-20	Oct-20
Risk, Requirements, and Plans	Jun-20	Oct-20
System Hazard Analysis	Jun-20	Jul-20
System Requirements	Jun-20	Jul-20
Master V&V Plan	Aug-20	Aug-20
Risk Management Plan	Jul-20	Jul-20
Quality Plan	Aug-20	Oct-20
Regulatory Plan	Jun-20	Jul-20
Usability Engineering Plan	Jun-20	Jul-20
Software V&V Plan	Jul-20	Aug-20
Software Risk Analysis	Jun-20	Jun-20
Develop and Release Test Protocols in preparation for Ph3 V&V Testing	Jun-20	Nov-20
Software V&V Master Protocol	Oct-20	Oct-20
60601-1-1 Safety protocol	Oct-20	Sep-20
Final 60601-1-2 EMC protocol	Sep-20	Nov-20
System Reliability protocol	Oct-20	Oct-20
Packaging Shipping Verification protocol	Oct-20	Oct-20
Array Shelf Life Verification (12month aa) protocol	Sep-20	Jul-20
Array Sterilization Validation protocol	Jun-20	Jun-20
Array Biocompatibility protocol	Jun-20	Jun-20
Final Usability protocol	Nov-20	Nov-20
Design Phase 3 V&V Kickoff Meeting	Oct-20	Oct-20
Conduct Phase 3 Verification and Validation testing	Jun-20	Dec-20
60601-1-1 Safety testing and report	Oct-20	Dec-20
Final 60601-1-2 EMC testing and report	Nov-20	Dec-20
System Reliability testing and report	Oct-20	Nov-20
Packaging Shipping Verification testing and report	Oct-20	Dec-20
Array Shelf Life Verification (12month aa) testing and report	Jun-20	Jul-20
Array Sterilization Validation testing and report	Jun-20	Jul-20
Array Biocompatibility Testing and report	Jun-20	Jul-20
Final Usability study and report	Nov-20	Dec-20
System V&V Summary report	Nov-20	Dec-20
Release all final documentation and reports	Dec-20	Dec-20
End of Ph3 Design Review meeting	Dec-20	Dec-20
Regulatory submission to new FDA device MF	Jan-21	Jan-21

Objective 3: CELLECTRA® 3PSP Array Automation Development		
Draft development plan to support 3PSP Array for high volume manufacturing automation plans	Jun-20	Jun-20
Finalize development plan	Jun-20	Jul-20
Develop and implement automation equipment and commission the creation of automation proof of concept(s)	Jun-20	Jul-20
Complete proof of concept work and select supplier(s) to develop and implement automation equipment	Jun-20	Jul-20
Kick-off actions for the implementing 3 automation lines to support 30M annual run rate	Jul-20	Dec-20
Purchase 3 automation lines	Jun-20	Jun-20
Build automation equipment, debug and install at factory	Jul-20	Oct-20
Develop and release equipment IQ/OQ/PQ qualification protocols	Sep-20	Oct-20
Perform the IQ/OQ/PQ testing	Oct-20	Nov-20
Review and release equipment IQ/OQ/PQ acceptance reports	Nov-20	Dec-20
Develop Injection molds and production tooling concepts and plans	Jun-20	Jul-20
Procure molding equipment, tooling and fixtures	Jun-20	Nov-20
Develop and release equipment IQ/OQ/PQ qualification protocols	Aug-20	Sep-20
Perform the IQ/OQ/PQ testing	Sep-20	Nov-20
Review and release equipment IQ/OQ/PQ acceptance reports	Nov-20	Dec-20
Develop Supply Chain requirements for procurement of raw materials	Jun-20	Jul-20
Finalize and approve raw materials procurement plans	Jul-20	Aug-20
Master File Submission for manufacturing automation	Dec-20	Dec-20
Kick-off actions for the implementing 7 automation lines to support 100M annual run rate	Aug-20	Feb-21
Purchase 7 automation lines	Aug-20	Aug-20
Build automation equipment, debug and install at factory	Sep-20	Jan-21
Develop and release equipment IQ/OQ/PQ qualification protocols	Dec-20	Jan-21
Perform the IQ/OQ/PQ testing	Jan-21	Feb-21
Review and release equipment IQ/OQ/PQ acceptance reports	Feb-21	Feb-21
Develop Injection molds and production tooling concepts and plans	Sep-20	Sep-20
Procure molding equipment, tooling and fixtures	Aug-20	Jan-21
Develop and release equipment IQ/OQ/PQ qualification protocols	Jan-21	Feb-21
Perform the IQ/OQ/PQ testing	Feb-21	Mar-21
Review and release equipment IQ/OQ/PQ acceptance reports	Mar-21	Mar-21
Develop Supply Chain requirements for procurement of raw materials	Oct-20	Nov-20
Finalize and approve raw materials procurement plans	Jan-21	Feb-21
Master File Submission for additional manufacturing automation	Mar-21	Mar-21

Develop 3PSP Device validation and manufacturing plans at 30,000 annual run rate	Aug-20	Sep-20
Finalize 3PSP Device manufacturing plan	Sep-20	Oct-20
Purchase equipment and tooling	Oct-20	Jan-21
Create 3PSP device product manufacturing IQ/OQ/PQ protocols	Oct-20	Nov-20
Perform the IQ/OQ/PQ testing	Nov-20	Dec-20
Review and release IQ/OQ/PQ protocol reports	Nov-20	Dec-20
Develop Supply Chain requirements for procurement of raw materials	Aug-20	Sep-20
Finalize and approve raw materials procurement plans	Sep-20	Sep-20
Master File Submission for technical transfer to additional manufacturing site	Jan-21	Jan-21
Kick-off actions for the implementing production capacity to support 100,000 annual run rate	Jan-21	Feb-21
Purchase equipment and tooling	Feb-21	Apr-21
Validate additional production lines	Apr-21	Jun-21
Finalize and approve raw materials procurement plans	Feb-21	Mar-21
Master File Submission for technical transfer to additional manufacturing site	Jul-21	Jul-21
Objective 4: Manufacturing of 500,000 doses INO-4800 plasmid DNA		
Completion of GMP drug substance manufacture at RH 1		Jun-20
Conduct GMP drug substance manufacture at RH 2		Sep-20
Conduct GMP drug substance manufacture at RH 3		Oct-20
Conduct GMP drug substance manufacture at RH 4		Nov-20
Conduct GMP drug substance manufacture at RH 5		Dec-20
Complete GMP drug substance manufacture at RH (5 batches)		Dec-20
Conduct GMP drug product fill/finish 1		Jun-20
Conduct GMP drug product fill/finish 2		Oct-20
Conduct GMP drug product fill/finish 3		Nov-20
Conduct GMP drug product fill/finish 4		Dec-20
Conduct GMP drug product fill/finish 5		Dec-20
Complete GMP drug product fill/finish at selected CMO (5 batches)		Dec-20
Release and distribute total of 500,000 1-mg doses in multi-dose vials for clinical trials necessary to obtain FDA approval of the device or under EUA as applicable.		Dec-20

Regulatory Strategy Overview

- The regulatory strategy for CELLECTRA® 3PSP is based on the regulatory history of previous generations CELLECTRA® 2000 and CELLECTRA® 5PSP devices which were designated as the device components of a biologic/device cross-labelled combination product

by FDA's Office of Combination Products (OCP). The lead center for review is CBER, and the primary mode of action was assigned to the biologic by the OCP. The device information is reviewed by the lead center through CBER Master Files MF 17158 for CELLECTRA® 2000 and MF 19436 for CELLECTRA® 5PSP.

- Like the predecessor devices, CELLECTRA® 3PSP is expected to be regulated as the device component of biologic/device combination products and FDA's regulatory requirements for combination products will be followed. A Pre- Request for Designation (Pre-RFD) will be submitted to confirm classification. Pre-RFD is a less formal mechanism to obtain FDA feedback on classification, Primary Mode of Action and assignment of lead center.

- A new Type V Master File will be filed with FDA's Center for Biologics (CBER) following completion of design control deliverables for human use and prior to the first IND application for a clinical study that uses CELLECTRA® 3PSP device. The Master File will include information describing the device design, risk assessment, applicable design verification and validation testing, and labelling submitted in electronic common technical document (eCTD) format to support review and use of the product in a clinical study or for future licensing. In addition, an up-to-date comparison of the specifications, performance requirements and features of the CELLECTRA® 3PSP and the predecessor CELLECTRA® 2000 for ID use will be provided to demonstrate equivalence and support introduction of the CELLECTRA® 3PSP in on-going or future clinical studies and BLA.

Report and Data Requirements

- If a due date for a deliverable is on a weekend or holiday, then the deliverable will be due on the next business day.
- **Planning**
    - The Awardee shall provide an Integrated Master Schedule (IMS) within 30 days of contract award. Any updates to the IMS shall be included in the monthly progress reports. Submission shall be thirty (30) calendar days after the end of each month of performance. The Government will have ten (10) calendar days to respond to the report with any comments and the performer will have an additional five (5) calendar days to revise the deliverable or respond to those comments.
    - Three-level WBS with costs and schedule (top level is program, level two (2) is phase, level three (3) are major tasks). For WBS level two (2), show breakdown for labor, material, and other indirect costs. WBS shall be updated annually or thirty (30) calendar days after a Statement of Work modification. Government review/approval is fifteen (15) calendar days after receipt of first submittal. Provide changes to draft within ten (10) calendar days of such request. Provide final document within ten (10) calendar days after approval of changes is received.
- **Execution**
    - **Meetings**
        - Awardee shall conduct weekly teleconferences with the Government throughout the performance of the Agreement to discuss tasks accomplished and direction for the upcoming tasks. The Government anticipates reducing the teleconferences once enrollment executes and again after completion of the trial. Awardee shall provide agendas and read-ahead material as required two days prior to the meetings and shall provide minutes of each meeting to the

Government. Awardee shall include key subcontractors as attendees at these teleconferences when applicable. The Awardee shall provide meeting minutes within three (3) business days after each formal scheduled meeting/teleconference conducted with JPEO EB.

- In addition to the monthly meetings and written quarterly program updates, additional ad hoc meetings to address specific issues or to convey time-sensitive updates or scientific data related to the program will be held.

- **Reports**
  - The Awardee shall submit a Quarterly Progress report within twenty (20) calendar days after the end of each quarter of performance. The Quarterly Progress report shall contain the technical progress made during the previous quarter and the updated resource loaded Integrated Master Schedule (IMS) in Microsoft Project format. The schedule update shall include the explanation for any changes in the schedule, and drivers for the changes, as applicable. The report should also address any concerns that would impact the performance, schedule, or cost planned for the effort. The Awardee shall report risk matrix format to include risk mitigation strategies. Note: Any identified changes require formal notification to the OTAO in accordance with the Agreement provisions.
  - In addition, the Quarterly Progress Report shall contain regular status updates of all Intellectual Property (IP) license(s) related to the effort to ensure that all license(s) are in good standing as the project progresses. In the event of any change in IP license(s) status or potentially imminent change in status, the Awardee shall immediately contact the OTA and GPM in writing. The Government will have ten (10) calendar days to respond to the report with any comments and the Awardee will have an additional five (5) calendar days to revise the deliverable or respond to those comments.
  - The Awardee shall submit a Quarterly Financial Status Report no later than twenty (20) calendar days after the end of each quarter of performance. The Government will have ten (10) calendar days to respond to the report with any comments and the Awardee will have an additional ten (10) calendar days to revise the deliverable or respond to those comments. Reports will cover work performed every three (3) months for the duration of the Period of Performance (PoP). In addition, the Quarterly Financial Status Report shall include quarterly expenditure forecasts with both the quarterly planned accrual and the cumulative total. Expenditure forecast submissions shall include analysis of the cost drivers for Estimate to Complete changes, if any, from the previous projection. The Awardee shall provide all submissions in Excel format, including all formulas.
  - A Final Report shall be prepared at the end of the effort by the Awardee. The Final Report shall narrate a complete summary of the project execution and associated results obtained. The narration will include outstanding problems and their potential solutions, problems solved during the course of the agreement, and the solutions to the solved problems. The Final Report shall demonstrate how the prototype was developed and advanced. The Awardee shall submit a Draft Final Report by the forty-fifth (45th) calendar day

following the end of the project. The Government shall provide comments to the Awardee by the thirtieth (30th) calendar day following receipt of the Awardee's Draft Final Report. The Awardee shall submit the Final Report on the thirtieth (30th) calendar day after receipt.

- **Data Requirements**
  - The Awardee shall work in consultation with the Government Regulatory and Quality Affairs staff for the development of all regulatory submission packages to the FDA and include Government Regulatory and Quality Affairs staff in all formal discussions with the FDA. The Awardee shall provide the Government copies of all technical data generated by the Awardee prior to and during performance of the project, necessary to pursue FDA approval and notify the Government of FDA decisions as these take place. If applicable, the Awardee shall prepare an IND/BLA in the Electronic Common Technical Document (eCTD) format for submission to the FDA and the Government. The awardee shall submit all pre-IND, IND, pre-EUA, and/or BLA report submissions to the AOR for review. The Awardee will take into consideration the comments provided by the AOR and provide the final document being sent to FDA to the AOR. The Awardee shall provide all written communications to and/or from the FDA to the Government as it takes place. The Awardee shall courtesy copy the AOR on all email traffic to the FDA and will forward all emails received from the FDA to the AOR. The Awardee will allow a minimum of 2 government representatives to any meeting with the FDA. Meeting minutes will be forwarded to the AOR within seven (7) calendar days of the meeting or teleconference. All documentation submitted to the government must have quality oversight from an independent quality group not reporting to the executing management group (for example; clinical trials group, data management group, etc).
  - If applicable, the Awardee must submit to the Government all Point Papers, Briefings, Technical Performance Plans (TPP), Program Development Plans (PDP), Regulatory Strategy, Technology Transfer Report and Gap Analysis, Formulation Development, Feasibility and Optimization Reports, United States Army Medical Research and Material Command Animal Care and Use Review Office (USAMRMC ACURO) Approvals, Human Resources Operations Branch (HROB) Approvals, Technical Presentations and Publications, and any formal technical reports that have been prepared for eventual submission to FDA or other regulatory agencies. Examples include the following reports related to: pharmaceutical development, manufacturing development, manufacturing validation, completed batch records, certificates of analysis, analytical development and validation, drug substance and product stability, nonclinical testing, and clinical testing. Examples include clinical performance and clinical quality documentation.

- **Incident reporting**
  - The Awardee shall report any incident to the Government that could result in more than a one month delay in schedule from the most recent IMS critical path delivered to the Government. Telephonically contact the GPM within one day of incident. A written summary report shall be submitted within three (3) business days of an incident, to

include, what happened, what was the impact, if there are any available corrective actions and a time line for when the corrective actions would be in place.

- **Expenditure Forecasts**
  - The Awardee shall submit the first expenditure forecast within thirty (30) calendar days after receiving the project award. An updated forecast shall be submitted within fifteen (15) calendar days of any project modifications that modify the PoP. Expenditure forecast submissions shall include analysis of the cost drivers for Estimate to Complete changes, if any, from the previous projection. The Awardee shall provide all submissions in Excel format, including all formulas.
- **Quality Agreement**
  - The Awardee shall establish a Quality Agreement with the Government within ninety (90) calendar days after receiving the project award.

(ii) CWBS and CWBS Dictionary

WBS	Name
Objective 1: CELLECTRA® 3PSP Device Development	
1.1	Complete first functional prototype build (LP1)
1.2	Preliminary IEC 60601-1-1&2 EMC/Safety Testing
1.3	Initiate fabrication of injection molds and other tooling required to produce components
1.4	Lock down design, purchase tooling and materials
1.5	End of Ph2 Design Review meeting
1.6	Production of final prototype devices for V&V testing use
1.7	Complete V&V testing
1.7.1	Complete Software V&V testing
1.7.2	Complete Mechanical V&V testing
1.7.3	Complete Gene Expression Testing in guinea pigs
1.7.4	Complete Electrical V&V testing
1.7.5	Complete Final Usability study
1.8	End of Ph3 Design Review meeting
1.9	Regulatory submission to new FDA MF
Objective 3: CELLECTRA® 3PSP Array Automation Development	
3.1	Develop high speed array automation lines and commission equipment for array production
3.1.1	Proof of Concept work complete
3.1.2	Procure 3 automation lines (10M annual run rate/line)
3.1.3	Procure molding equipment, tooling, fixtures and production materials to support 30M annual run rate.
3.1.4	Develop and de-bug automation lines
3.1.5	Release array product manufactured at a 30M annual run rate via automated assembly method
3.2	Replicate additional high speed array assembly lines and commission for a 100M/year array run rate
3.2.1	Procure 7 additional automation lines(10M annual run rate/line)

3.2.2	Procure molding equipment, tooling, fixtures and production materials to support 100M annual run rate.
3.2.3	Develop and de-bug automation lines
3.2.4	Release array product manufactured at an additional 60M annual run rate via automated assembly method
3.2.5	Complete automation scale up and array manufacturing achieves 100M/year annual array run rate
3.3	Scale-up CELLECTRA® 3PSP device manufacturing assembly lines to achieve a run rate of 30,000 in Q1/Q2 2021 and 100,000 in Q3/Q4 2021
3.3.1	Increase production lines capacities to achieve 625 device/week.
3.3.2	Monitor run rate weekly
3.4	Regulatory submission of amendment to FDA MF 17158 for automation
Objective 4: Manufacturing of 500,000 doses INO-4800 plasmid DNA	
4.1	Technology transfer to large-scale fill/finish CMO (Gedeon Richter /Patheon)
4.2	Perform GMP drug substance manufacture at RH (5 batches)
4.2.1	GMP drug substance manufacture at RH 1
4.2.2	GMP drug substance manufacture at RH 2
4.2.3	GMP drug substance manufacture at RH 3
4.2.4	GMP drug substance manufacture at RH 4
4.2.4	GMP drug substance manufacture at RH 5
4.3	Perform GMP drug product fill/finish at selected CMO (2-3 drug product fills)
4.3.1	GMP drug product fill/finish 1
4.3.2	GMP drug product fill/finish 2
4.3.3	GMP drug product fill/finish 3
4.3.4	GMP drug product fill/finish 4
4.3.5	GMP drug product fill/finish 5
4.4	Release and distribute total of 500,000 1-mg doses for human use

(iii) IMS – See MS Project File

(iv) Project Management Approach

Inovio has an experienced staff with deep experience and experience in product development as well as design and ***manufacturing*** of DNA plasmid product and medical devices. We recognize that significant investment of time and resources will be required to support deliver the projected high volume of vaccines under accelerated timelines and have conducted an internal evaluation of effort to ensure that the appropriate coverage is available to support this as well as continuing to advance the pipeline of therapeutic products. We have identified resource needs, re-allocated existing staff to INO-4800, and implemented a hiring plan to engage additional FTE and contract staff to directly support these programs. We will continue to refine and implement the resource plan as high volume demands are clarified we will actively pursue appropriate candidates and ensure that the on-boarding process occurs in a timeline manner.

Cross-functional Project Teams will be established to focus on each of the areas of focus. There will be ongoing communications between the team members and the

Inovio Team Program Managers to monitor, coordinate and track progress on deliverables and milestones, as well as identify and resolve issues and project risks. Regularly scheduled meetings will be held with the JPEO Program Manager/ Program Lead to communicate progress and issues.

(v) Risk Management Plan

Identify potential risks and describe a proactive risk management strategy

Risk	Impact	Probability of occurrence	Risk Score	Response	Mitigating measures	Contingency plan
Device						
Delays to 3PSP availability due to accelerated program timelines	4	3	12	Mitigate	• Establishment and frequent tracking of program deliverables and timelines • Early investment in long lead time items (i.e. injection mold fabrication) • Implementation of testing systems and acceptance testing to expedite production	• Contingency budget to modify or repeat activities upon testing (i.e. injection molds) • Contingency design, tooling and prototypes in parallel with development
Resource constraints which delay 3PSP availability	4	4	16	Mitigate	• Mitigate – examine funding opportunities to accelerate 3PSP development and approval	
Single source for obtaining raw materials	4	2	8	Accept	• Identify various sources that can provide comparable components for device. As backup, stock up on raw materials when single source is the only option.	
Issues with supply chain to provide various device components for manufacturing	3	2	6	Accept	• Identify backup options/supply chains with comparable materials. • Communicate regularly with selected supply chain to identify any upcoming issues.	
Malfunction in machinery/automation during production	4	3	12	Accept	• Invest in service agreement for regular maintenance • Having backup machinery if possible. • Identify a vendor with loaner option while the equipment is under service.	• Invest in new equipment and materials.
Resources and manpower for manufacturing	3	1	3	Accept	• Inovio will routinely be tracking FTE activity across all Inovio programs and redistribute and	• Internal resource will be redistributed while recruiting the

					supplement strategically across the portfolio.	additional resource if needed.
Contamination in clean room	5	2	10	Accept	• Routine check and maintenance of the clean room. • Daily monitoring of room temperature and pressure. • Extensive staff training in using the room.	• Identify CMO with clean room capability to transfer the manufacturing, while the clean room is being re-certified.
Manufactured device failure to meet QC process and standards	3	2	6	Accept	• Implement check points to ensure meeting the standard values. • Project for higher production number to account for the potential failure rate in QC. • Staggered batch production plan.	
Lack of supplies and resources to meet the demand for high volume production	2	3	6	Accept	• Identify multiple resources that can provide the same material. • Devise a phase-approach manufacturing plan to allow for replenishment of the materials while a batch is going through QC process.	
Lack of a CMO to accommodate large scale manufacturing	2	1	2	Accept	• Identify multiple CMOs with similar capability. • Consider scaling up in phases using a CMO.	
Delay in tech transfer to selected CMO	3	2	6	Accept	• Incorporate test runs prior to initiating manufacturing process and to ensure comparability in quality. • Build in adequate time to auditing the CMO on their SOPs and conducts prior to selection. • Regular inspection of the facility to ensure the sustainable quality.	
Lack of investment in scale-up and automation (e.g., long lead-time tooling) to rapidly deliver device to support dosing demands	4	3	12	Contingency		• Submission of Proposal to funding resources to support increase in demand

Lack of storage space with optimal condition in one location	3	1	3	Contingency	• Implement accountability system to track the number of stored devices in multiple locations.	• Identify multiple locations that accommodate high quantity of boxes
Drug Scale-up						
Delay in tech transfer	2	1	2	Accept	• Build in adequate time for tech transfer process, conducting a test run and QC prior to major production.	
Lack of stability in drug product	4	1	4	Accept	• Stability studies ongoing	
Failure of the product to meet the standard and QC process	4	1	4	Contingency	• Audit the facility to ensure GMP standards. Conduct test runs and QC process prior to scale up production.	
Inability to secure funding to reserve manufacturing CMO capacity.	4	3	12	Contingency	• Secure funding from private and public entities.	• Proposal submission to funding resources to support increase in demand

Appendix B
Project Schedule/Milestone Payment Schedule

The Government shall pay the Awardee, upon the submission of proper invoices or vouchers, the prices stipulated in this Agreement for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Agreement.
Expenditures shall be submitted based on the awarded budget. Federal funds are to be used only for costs that a reasonable and prudent person would incur in carrying out the prototype project. The Awardee must maintain a financial system capable of identifying costs applicable to this Agreement, compliant with Cost Principles (48 CFR Part 31) and/or the Cost Accounting Standards (CAS) (48 CFR Part 99). An invoice will be submitted through Wide Area Work Flow (WAWF) in accordance with agreement requirements. Final payment of the Agreement shall be determined upon mutual agreement and settlement of any outstanding costs.

The Awardee shall proceed with the performance in accordance with the terms and conditions of this Agreement and its Appendices. However, the Government may require the Awardee to cease performance at any time prior to the commencement of any milestone or task. Such notice to cease performance must be from the OTAO and be in writing, of which email is an acceptable form.

The Parties acknowledge that the nature of this Prototype Project requires flexibility and the ability to react to changing circumstances. Although the Statement of Work sets the scope for activities the Government may require under this Agreement, it is not intended to, and does not, prescribe with specificity each task that Awardee will perform.

The Awardee will be responsible for submission of SOW's, quotes, and proposals for cost, performance, and schedule for those efforts not already identified, priced or otherwise negotiated. Government approval will be required prior to incurring costs.

Appendix C
Key Personnel

1. Awardee's Organization and Key Personnel.

a. The Awardee's organization shall be established with authority to effectively accomplish the objectives of the Statement of Work. This organization shall become effective upon award of the Agreement and its integrity shall be maintained for the duration of the effort.

b. The key personnel listed below are considered to be critical to the successful performance of this Agreement. Prior to replacing these key personnel, the Awardee shall obtain the written consent of the OTAO. In order to obtain such consent, the Awardee shall provide advance notice of the proposed changes and shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

c. Prior to permanently removing any of the specified individuals to other contracts, the Awardee shall provide the OTAO not less than thirty (30) calendar days advance notice and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No reassignment shall be made by the Awardee without written consent of the OTAO. The "Key Personnel" list presented in Table 2 below may be amended from time to time during the course of the Agreement to either add or delete personnel, as appropriate.

Key Personnel Summary

(b) (6)

Appendix D
Government
Property

Government Property: **"**Government Property" means any property (i) furnished by the Government and facilitating performance of this Agreement, (ii) acquired by the Awardee under cost reimbursement terms of this Agreement, or (iii) acquired by the Awardee under fixed price terms of this Agreement (FP-GP) if specifically identified in this Government Property Appendix. Except for commercial off the shelf software and licenses thereto, Government Property does not include intellectual property and software. The Government owns and holds title to all Government Property.

The Government shall deliver to the Awardee any Government Property required to be furnished as described in this Agreement together with related data and information needed for its intended use. The delivery and/or performance dates specified in this Agreement are based upon the expectation that the Government-furnished property will be suitable for performance and will be delivered to the Awardee by the dates stated in the Agreement. If not so suitable, the Awardee shall give timely written request to the OTAO who will advise the Awardee on a course of action to remedy the problem.
FPGP includes: [Mark N/A if none]:

Awardee acquired equipment shall be tracked via the USG's GFP spreadsheet.

The Awardee shall have, initiate and maintain a system of internal controls to manage, control, use, preserve, protect, repair, account for and maintain Government Property in its possession and shall initiate and maintain the processes, systems, procedures, records required control and maintain accountability of Government Property. The Awardee shall include this clause in all subcontracts under which Government Property comes into the possession of any subawardee. Unless otherwise provided for in this Agreement or approved by the OTAO, the Awardee shall not: (i) use Government Property for any purpose other than to fulfill the requirements of this Agreement, or (ii) alter the Government Property.
The Awardee shall establish and implement property management plans, systems, and procedures regarding its acquisition of Government Property, its receipt of Government Property, in addition to, the status, dates furnished or acquired, identification, quantity, cost, marking, date placed in service, location, inventory and disposition of Government Property, to include a reporting process for all discrepancies, loss of Government Property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the OTAO.
Upon conclusion or termination of the Agreement, the Awardee shall submit a request in

writing to the OTAO, for disposition/disposal instructions and shall store Government Property not to exceed 120 days pending receipt of such instructions. Storage shall be at no additional cost to the Government unless otherwise noted in the Agreement. The Government, upon written notice to the Awardee, may abandon any Government Property in place, at which time all obligations of the Government regarding such Government Property shall cease.

Awardee Liability for Government Property. "Loss of Government Property" means the loss, damage or destruction to Government Property reducing the Government's expected economic benefits of the property and includes loss of accountability but does not include planned and purposeful destructive testing, obsolescence, reasonable wear and tear or manufacturing defects. THE AWARDEE SHALL BE LIABLE FOR LOSS OF GOVERNMENT PROPERTY IN AWARDEE'S POSSESSION, EXCEPT WHEN ANY ONE OF THE FOLLOWING APPLIES:

(I) OTAO GRANTS RELIEF OF RESPONSIBILITY AND LIABILITY FOR LOSS OF THE PARTICULAR GOVERNMENT PROPERTY; (II) GOVERNMENT PROPERTY IS DELIVERED OR SHIPPED UNDER THE GOVERNMENT'S INSTRUCTIONS; OR (III) GOVERNMENT PROPERTY IS DISPOSED OF IN ACCORDANCE WITH THE GOVERNMENT'S DIRECTIONS.

Attachment 1

INOVIO CELLECTRA DEVICE PORTFOLIO

Docket No.	Country	Status	Application No.	Filing Date	Patent No.	Issue Date
ELECTRODE ASSEMBLY FOR CONSTANT-CURRENT ELECTROPORATION AND USE						
AVSI0010	AT	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	AU	Granted	2009251157	23-Dec-2009	2009251157	09-Aug-2012
AVSI0010	BE	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	CA	Granted	2,477,870	06-Mar-2003	2,477,870	03-Apr-2018
AVSI0010	CA	Published	2,995,944	22-Feb-2018		
AVSI0010	CZ	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	DE	Granted	603 51 415.4	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	DK	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	EE	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	EP	Validated	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	FR	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	GB	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	IT	Granted	502018000035329	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	MX	Granted	PA/A/2004/008670	06-Mar-2003	263479	06-Jan-2009
AVSI0010	NL	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	PT	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	SG	Granted	200405195-9	06-Mar-2003	106747	29-Sep-2006
AVSI0010	SK	Granted	03717937.1	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	TR	Granted	2018/17590	06-Mar-2003	1480720	22-Aug-2018
AVSI0010	TW	Granted	92104867	06-Mar-2003	239855	21-Sep-2005
AVSI0010	US	Granted	10/360,768	07-Mar-2002	7,245,963	17-Jul-2007
AVSI0010	US	Granted	11/495,021	28-Jul-2006	7,664,545	16-Feb-2010
AVSI0010	WO	Completed	PCT/US03/06833	06-Mar-2003		
ELECTROPORATION DEVICES AND METHODS OF USING SAME FOR ELECTROPORATION OF CELLS IN MAMMALS						
AVSI0048	AT	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	AU	Granted	2007313203	17-Oct-2007	2007313203	29-Nov-2012
AVSI0048	BE	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	CA	Granted	2,666,501	17-Oct-2007	2666501	21-Mar-2017
AVSI0048	CH	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	CN	Granted	201510716613.X	17-Oct-2007	ZL201510716613.X	14-Apr-2020
AVSI0048	CZ	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	DE	Granted	07839621.5	17-Oct-2007	60 2007 056 390.9	03-Oct-2018
AVSI0048	DE	Granted	11184546.7	10-Oct-2011	60 2007 056 401.8	03-Oct-2018
AVSI0048	DK	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	EE	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	EP	Validated	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	EP	Validated	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	EP	Published	18198349.5	02-Oct-2018		
AVSI0048	ES	Granted	11184546.7	10-Oct-2011	2703744	03-Oct-2018
AVSI0048	FI	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	FR	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	FR	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	GB	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	GB	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	HK	Granted	09111461.8	08-Dec-2009	1131756	27-Sep-2019
AVSI0048	HU	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	IE	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	IN	Pending	2366/DELNP/2009	17-Oct-2007		
AVSI0048	IT	Granted	07839621.5	17-Oct-2007	502019000000130	03-Oct-2018
AVSI0048	JP	Granted	2009-533358	15-Jun-2009	5439183	20-Dec-2013
AVSI0048	KR	Granted	2009-7007847	17-Oct-2007	1421760	15-Jul-2014
AVSI0048	NL	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	PL	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	PT	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	SE	Granted	11184546.7	10-Oct-2011	2409727	03-Oct-2018
AVSI0048	SG	Granted	201107493-7	12-Oct-2011	175627	15-Apr-2013

INOVIO CELLECTRA DEVICE PORTFOLIO

Docket No.	Country	Status	Application No.	Filing Date	Patent No.	Issue Date
AVSI0048	SK	Granted	07839621.5	17-Oct-2007	2066399	03-Oct-2018
AVSI0048	TR	Granted	07839621.5	17-Oct-2007	2018/21060	03-Oct-2018
AVSI0048	US	Granted	11/874,072	17-Oct-2007	9,452,285	27-Sep-2016
AVSI0048	WO	Completed	PCT/US07/022139	17-Oct-2007		
ELECTROPORATION DEVICE WITH DETACHABLE NEEDLE ARRAY WITH LOCK-OUT SYSTEM						
VGX0148	CA	Published	3,009,348	30-Dec-2016		
VGX0148	CN	Published	201680080899X	30-Dec-2016		
VGX0148	EP	Published	16882739.2	30-Dec-2016		
VGX0148	HK	Published	191242940	24-May-2019		
VGX0148	JP	Published	2018-534585	30-Dec-2016		
VGX0148	MX	Published	MX/A/2018/008007	30-Dec-2016		
VGX0148	PE	Published	1219	30-Dec-2016		
VGX0148	US	Published	16/067,481	30-Dec-2016		
VGX0148	WO	Completed	PCT/US16/69438	30-Dec-2016		
ELECTROPORATION DEVICE WITH IMPROVED SIGNAL GENERATOR						
VGX0149	CA	Published	3,009,347	28-Dec-2016		
VGX0149	CN	Published	2016800769478	28-Dec-2016		
VGX0149	EP	Published	16882581.8	28-Dec-2016		
VGX0149	HK	Published	191201573	27-Feb-2019		
VGX0149	JP	Published	2018-534062	28-Dec-2016		
VGX0149	MX	Published	MX/A/2018/008003	28-Dec-2016		
VGX0149	PE	Published	1205-2018	28-Dec-2016		
VGX0149	RU	Published	2018127473	28-Dec-2016		
VGX0149	US	Published	16/066,959	28-Dec-2016		
VGX0149	WO	Completed	PCT/US16/68940	28-Dec-2016		
ELECTROPORATION DEVICE HAVING A BATTERY PACK WITH POWER SWITCH						
VGX0150	CA	Published	3,009,180	22-Dec-2016		
VGX0150	CN	Published	2016800809530	22-Dec-2016		
VGX0150	EP	Published	16880117.3	22-Dec-2016		
VGX0150	HK	Published	191205277	06-Mar-2019		
VGX0150	JP	Published	2018-532770	22-Dec-2016		
VGX0150	MX	Published	MX/A/2018/007702	22-Dec-2016		
VGX0150	PE	Published	1192-2018	22-Dec-2016		
VGX0150	RU	Published	2018126772	22-Dec-2016		
VGX0150	WO	Completed	PCT/US16/68413	22-Dec-2016		

Certificate Of Completion

Envelope Id: 06B7B71DF3694C44A81C3A0660915B17
Status: Completed
Subject: Please DocuSign: 200622 Inovio OTA Agreement W911QY-20-9-0013.pdf
Source Envelope:
Document Pages: 45
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
(b) (6)
AutoNav: Enabled
660 W. Germantown Pike
EnvelopeId Stamping: Enabled
Suite 110
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Plymouth Meeting, PA 19462
(b) (6)

Record Tracking

Status: Original
6/22/2020 5:02:40 PM
Holder: Rebecca Piranian
(b) (6)
Location: DocuSign

Signer Events	Signature	Timestamp
(b) (6) CEO Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device Using IP Address: 71.185.231.90 Signed using mobile	Sent: 6/22/2020 5:05:42 PM Viewed: 6/22/2020 5:06:35 PM Signed: 6/22/2020 5:06:47 PM
Electronic Record and Signature Disclosure: Accepted: 6/22/2020 5:06:35 PM ID: eb89faf5-e95b-4303-8f84-c420559cd9ef		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
(b) (6) Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/22/2020 5:05:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
(b) (6) Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/22/2020 5:05:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2020 5:05:43 PM
Certified Delivered	Security Checked	6/22/2020 5:06:36 PM
Signing Complete	Security Checked	6/22/2020 5:06:47 PM
Completed	Security Checked	6/22/2020 5:06:47 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Inovio Pharmaceuticals, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: rpiranian@inovio.com

To advise Inovio Pharmaceuticals, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rpiranian@inovio.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Inovio Pharmaceuticals, Inc.
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rpiranian@inovio.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Inovio Pharmaceuticals, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

> i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
>
> ii. send us an e-mail to rpiranian@inovio.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Inovio Pharmaceuticals, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Inovio Pharmaceuticals, Inc. during the course of my relationship with you.

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 8

2. CONTRACT *(Proc. Inst. Ident.)* NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
W911QY2090016	22 Jun 2020	0011506800-0001

5. ISSUED BY	CODE	6. ADMINISTERED BY *(If other than Item 5)*	CODE
W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	W911QY	W6QK ACC-APG NATICK 110 THOMAS JOHNSON DR SUITE #240 FREDERICK MD 21702	W911QY

7. NAME AND ADDRESS OF CONTRACTOR *(No., street, city, county, state and zip code)*	8. DELIVERY	
INOVIO PHARMACEUTICALS, INC. (b) (6) 660 W GERMANTOWN PIKE STE 110 PLYMOUTH MEETING PA 19462-1111	[ ] FOB ORIGIN [X] OTHER *(See below)*	
	9. DISCOUNT FOR PROMPT PAYMENT	
	10. SUBMIT INVOICES *(4 copies unless otherwise specified)* TO THE ADDRESS SHOWN IN:	ITEM
CODE 43MD0	FACILITY CODE	

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
See Schedule		DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS-INDY VP GFEBS 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800	HQ0490

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	14. ACCOUNTING AND APPROPRIATION DATA
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	**See Schedule**

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT (b) (4)

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				**PART II - CONTRACT CLAUSES**	
X	A	SOLICITATION/ CONTRACT FORM	1		I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2			**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.**	
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
X	E	INSPECTION AND ACCEPTANCE	3		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	4				
X	G	CONTRACT ADMINISTRATION DATA	5 - 8		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.)
Your bid on Solicitation Number _____
including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER *(Type or print)*	20A. NAME OF CONTRACTING OFFICER
	(b) (6)

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. U D STATES OF AMERICA	20C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY (b) (6) *(Signature of Contracting Officer)*	22-Jun-2020

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Job		(b) (4)

DNA Vaccine Delivery
COST
Development of an FDA approved next generation electroporation device and array for DNA Vaccine delivery of INO-4800 against COVID-19, with demonstrated capability to be produced at a large scale, as well as full automation for production of the device arrays, in accordance with the Awardee's statement of work, incorporated within Appendix A.
FOB: Destination
PSC CD: AN12

ESTIMATED COST (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					$0.00

FY 20 Funding
FFP
PURCHASE REQUEST NUMBER: 0011506800-0001

NET AMT $0.00

ACRN AA (b) (4)
CIN: GFEBS001150680000001

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	07-MAY-2021		N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

AGREEMENT ADMINISTRATION
A. In no event shall any understanding of agreement, modification, change order, or other matter in deviation from the terms and conditions of this agreement between the contractor and a person other than the Agreement Officer be effective or binding upon the Government. All such actions must be formalized by a proper agreement document executed by the Agreement Officer.

B. The telephone number and e-mail addresss of the Agreement Officer and Agreement Specialist are:

Agreement Officer: (b) (6)
(b) (6)

telephone number and e-mail address of the Government Program Manager is:
(b) (6)
(b) (6)

ACCOUNTING AND APPROPRIATION DATA

AA: 097202020210130000181705525202 55 S.0074658.1.1.8 6100.9000021001
COST CODE: AHPDD
AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	GFEBS001150680000001	(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

_____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

_____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911QY
Admin DoDAAC**	W911QY
Inspect By DoDAAC	W56XNH

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)