Lidské experimenty: Nové informace o americkém programu biologických zbraní na Ukrajině

<u> mecenzurovanapravda.cz/2022/04/lidske-experimenty-nove-informace-o-americkem-programu-biologickych-zbrani-na-ukrajine</u>

2 dubna, 2022



Přítomnost amerických biolaboratoří na Ukrajině již nelze jakkoli zpochybňovat. Přiznala ji Victoria Nulandová, ale mnoho důkazů bylo nalezeno i v notebooku Huntera Bidena, syna současného prezidenta.

Nyní přichází Rusko s dalšími výbušnými informacemi stran těchto biolaboratoří. Zveřejněny byly i další dokumenty, z nichž je patrné, že běžní Ukrajinci jsou skutečně oběťmi nejen války, ale i americké agresivní a expanzivní politiky, kterou nám tento hegemon předvádí po celém světě již po dlouhá desetiletí. Níže zveřejňuji vše tak, jak informace uvádí ruské zdroje.

Na závěr připomínám, že dosud se všechny informace stran biolaboratoří, které Rusko zveřejnilo, potvrdily coby pravdivé, většinou přímo ze strany USA. Je jisté, že válka je z obou stran plná záměrné a mnohdy i lživé propagandy, takže je jen velmi těžké odhadnout, co je a co není pravda, ale konkrétně – v případě biolaboratoří – se zcela zřejmě o dezinformace nejedná....

Níže je tedy článek tak, jak jej uvádějí <u>ruská média</u>, včetně amerických dokumentů, které jsou samozřejmě v angličtině...

Již jsme poukázali na spolupráci mezi vládními agenturami a současným americkým vojenským a politickým vedením s ukrajinskými bio-objekty. Zvláštní důraz byl kladen na zapojení investičního fondu vedeného Hunterem Bidenem do financování biologických programů na Ukrajině.

Před vámi leží výměna dopisů mezi synem úřadujícího amerického prezidenta a zaměstnanci americké Agentury pro snižování obranných hrozeb a dodavateli Pentagonu na Ukrajině. Existence těchto materiálů byla potvrzena západními médii.

Z obsahu dopisů je zřejmé, že Hunter Biden byl nápomocen při vytváření finanční příležitosti k provádění práce na patogenech na Ukrajině tím, že přilákal finanční prostředky pro Black and Veatch a Metabiota.

Publikovaná korespondence naznačuje, že skutečné cíle Pentagonu na Ukrajině jsou všechno, jen ne vědecké. V jednom z dopisů tak viceprezident společnosti Metabiota vysvětluje, že činnost společnosti je založena na "... kulturní a ekonomické nezávislosti Ukrajiny na Rusku...", což je pro biotechnologickou společnost docela zvláštní.

Dnes máme příležitost zmínit jména konkrétních úředníků, kteří se podíleli na výrobě komponentů pro biologické zbraně na Ukrajině.

Jednou z klíčových postav je Robert Pope – tehdy zaměstnanec DTRA a ředitel Programu kooperativního snižování hrozeb, jehož cílem bylo zapojit postsovětské státy do vojensko-biologických aktivit. Přišel také s nápadem zřídit centrální sklad pro obzvláště nebezpečné mikroorganismy v Kyjevě.

Ve svém dopise ukrajinské ministryni zdravotnictví Uljaně Suprunové – mimochodem americké občance – Pope chválí ukrajinskou ministryni zdravotnictví za zajištění přístupu amerických specialistů k ukrajinským biolaboratořím a za to, že začal pracovat na zřízení mikrobiálního úložiště.

Vzpomínám si, jak tyto aktivity skončily: podle dostupných informací byly všechny patogenní biomateriály letecky přepraveny z tábora přes Oděsu do USA na začátku února 2022 vojenskými dopravními letadly. To je velmi jasná známka toho, že USA předpokládaly, že Rusko podnikne vojenskou akci na Ukrajině poté, co USA <u>odmítly rozhovory o vzájemných bezpečnostních zárukách</u>. USA získaly citlivý materiál z Ukrajiny krátce před zahájením ruské operace.

Joanna Winthrol, vedoucí kanceláře DTRA na Ukrajině, byla zodpovědná za koordinaci vojensko-biologických projektů na Ukrajině a výběr účinkujících. Pod jejich přímým dohledem byly prováděny americké projekty UP-4, UP-6 a UP-8 s cílem vyšetřit život ohrožující patogeny, jako je antrax, konžsko-krymská horečka a leptospiróza.

Ukrajinské oddělení firmy Black and Veach, vedené Lancem Lippencottem, bude pokračovat. Je také hlavním kontaktním místem pro úředníky ukrajinského ministerstva obrany a ministerstva zdravotnictví.

Společnost pracuje pro Pentagon od roku 2008 na projektech výzkumu potenciálně nebezpečných bioagentů. To zahrnuje projekt UP-1 na výzkum viru klíšťové encefalitidy u členovců na severozápadní Ukrajině. Pro globální kontrolu biologické situace společnost v rámci projektu UP-2 zavedla systém pro dálkové monitorování tularemie a antraxu u ukrajinských bioobjektů.

Na biomonitoring a přenos informací dohlížel David Mustra, který je úzce spojen s dalším kontraktorem Pentagonu, Společností Metabiota. Dříve vedl projekty biologických zbraní na Ukrajině a ve východní Evropě v rámci programu Cooperative Threat Reduction Programme.

Je třeba poznamenat, že aktivity Black a Veatch vyvolaly mnoho otázek i u ukrajinských tajných služeb.

Již v roce 2017 chersonské oddělení SBU uvedlo ve svém memorandu, cituji: "... potenciální nebezpečí zhoršení epidemické situace v naší zemi bylo nedávno aktualizováno kvůli záměrům DTRA společností Black and Veatch zavést kontrolu nad fungováním ukrajinských mikrobiologických laboratoří zkoumajících patogeny zvláště nebezpečných infekcí, které mohou být použity k vytvoření nebo zlepšení nových typů biologických zbraní ...". Konec citátu.

Společnost Metabiota je známá vývojem prognóz pro vypuknutí infekčních onemocnění. Pentagon ji také použil k modelování epidemické situace v bývalém Sovětském svazu. Na Ukrajině byla Metabiota podle její korespondence zastoupena Mary Guttieriovou, viceprezidentkou společnosti a důvěrnicí Huntera Bidena.

Scott Thornton dohlížel na modernizaci laboratoří. Radil také místním zaměstnancům, jak se vypořádat s vysoce nebezpečnými patogeny v projektech DTRA na Ukrajině.

Získané informace dokazují přímé zapojení americké armády a jejích dodavatelů do plánování a realizace projektů Pentagonu na Ukrajině. Věříme, že tito úředníci by měli odpovědět na otázky o skutečném účelu této práce.

Již dříve jsme upozornili na vývoj technických prostředků pro poskytování a používání biologických zbraní ve Spojených státech amerických. Například Úřad pro patenty a ochranné známky USA vydal dokument č. 8 967 029 pro bezpilotní vzdušný prostředek pro

distribuci infikovaného hmyzu ze vzduchu. Popis patentu uvádí, že zařízení může být použito ke zničení nebo zneschopnění nepřátelských jednotek, aniž by ohrozilo americké jednotky.

Další patenty ukazují různé typy střeliva pro použití chemických a biologických činidel. V jejich popisu jsou uvedeny tyto charakteristiky: "... nízké náklady na zničení jednotky a žádný nutný kontakt s nepřátelskými silami..." To je v souladu s konceptem "bezkontaktní války", který Washington sleduje. Je ukázána možnost vybavení kapslí toxickými, radioaktivními a omamnými látkami, jakož i patogeny infekčních onemocnění.

Připomínáme, že tyto dokumenty se dostaly na veřejnost v souvislosti s vyšetřováním dalšího biologického projektu Pentagonu – Lugarova centra v Tbilisi.

V roce 2018 požádalo ruské ministerstvo zahraničí ministerstvo zahraničí USA o právní posouzení vývoje takových technických zařízení s ohledem na dodržování Úmluv o chemických a biologických zbraních. Americká vláda se omezila na formální odpověď, ve které cynicky poděkovala ruské straně za to, že na tuto záležitost upozornila, a poukázala na to, že "... vývoj a výroba biologických a chemických zbraní jsou zakázány vnitrostátními právními předpisy, ale rozhodnutí o udělení patentu neporušuje závazky Spojených států podle Úmluvy o biologických zbraních a Úmluvy o chemických zbraních...".

V této souvislosti je zajímavá žádost ukrajinské společnosti Motor Sitsch k tureckému výrobci bezpilotních vzdušných prostředků Bayraktar. Rád bych zdůraznil, že tento dokument je datován 15. prosince 2021, a že jde v podstatě o to, zda je možné tento dron vybavit aerosolovými aplikačními systémy a mechanismy o objemu přes 20 litrů. (*Poznámka: Informoval jsem o tom, podrobnosti naleznete zde*)

Vzhledem k dosahu takového dronu až 300 kilometrů a plnění kontejnerů biologickými přípravky existuje reálné nebezpečí rozsáhlého použití biologických zbraní na území Ruské federace.

Jedná se o vývoj technických prostředků pro použití biologických zbraní kyjevským režimem, které by mohly být také použity proti Ruské federaci.

Důležitým výsledkem zvláštní operace ruských ozbrojených sil bylo uzavření pěti kyjevských biolaboratoří pracujících s patogeny antraxu, tularemie, brucelózy, cholery, leptospirózy a afrického moru prasat.

Část sbírky byla vyvezena do Spojených států, zatímco zbývající kmeny byly narychlo zničeny v souladu s nařízením ukrajinského ministerstva zdravotnictví z 24. února.

Bylo potvrzeno, že tyto laboratoře byly zapojeny do práce jménem amerického ministerstva obrany. V jednom z těchto bio-objektů, Centru pro veřejné zdraví ukrajinského ministerstva zdravotnictví, bylo realizováno několik projektů UP s celkovým objemem přes 30 milionů dolarů.

Vezměte prosím na vědomí rozhodnutí podepsané vedoucím etické komise uvedeného centra dne 12. června 2019 jako součást projektu UP-8. Dokument uvádí, že výzkum byl proveden s neznámými riziky pro životy a zdraví účastníků a že identita subjektů je držena v tajnosti.

Již jsme citovali výzkumný program pro tento projekt, který navrhuje pouze standardní postup pro odběr krve. Vyvstává otázka, o jaký druh život ohrožujících testů se jedná, když dokument uvádí: "Menší incidenty zahrnující dobrovolníky musí být hlášeny americkému bioetickému výboru do 72 hodin od události, závažné incidenty, včetně úmrtí, do 24 hodin …"

Nelze vyloučit, že oficiální výzkumný program je pouze "viditelnou částí ledovce" a že v praxi byli dobrovolníci infikováni virem konžsko-krymské horečky, hantaviry a patogeny leptospirózy.

Takový nedbalý postoj k ukrajinským občanům svědčí o pragmatickém přístupu Spojených států v organizaci vojenského a biologického výzkumu. Rozvojové země jsou považovány za testovací oblasti pro složky biologických zbraní a léků.

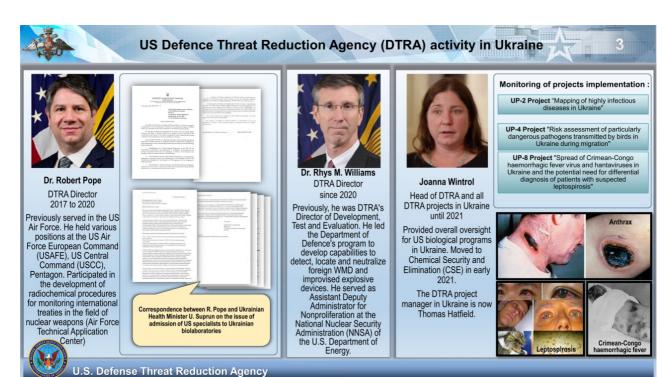
Domníváme se, že příchozí dokumenty dokazují, že Spojené státy a Ukrajina ve skutečnosti porušily své závazky podle článku 4 Úmluvy o biologických zbraních a rezoluce Rady bezpečnosti OSN č. 1540 ze dne 28. dubna 2004.

Budeme i nadále analyzovat a informovat vás o důkazech o porušování mezinárodních úmluv o nešíření biologických zbraní vládou USA a kyjevským režimem.

Konec překladu

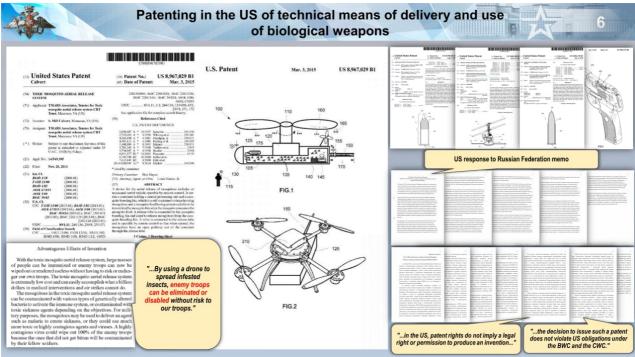
Nyní publikované dokumenty, které byly také publikovány v angličtině.

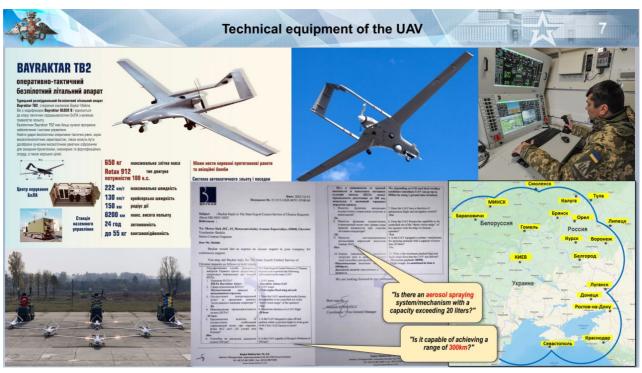


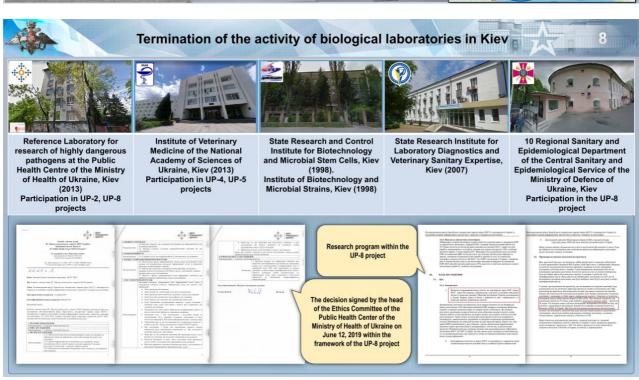












United States Department of State

Bureau of International Security and Nonproliferation Washington, D.C. 20520

January 13, 2011

Mr. Andrew Hood Executive Director Science and Technology Center in Ukraine Kyiv, Ukraine

Dear Mr. Hood:

The United States is pleased to recommend the Black & Veatch Special Projects Corporation for consideration to the Partner Program Science and Technology Center in Ukraine (STCU).

Black & Veatch is a leading global engineering, consulting and construction company specializing in infrastructure development in energy, water, telecommunications, management consulting, federal and environmental markets.

Black & Veatch has read and accepts the terms of the nonproliferation objectives of the STCU, the terms of the STCU Agreement and Statute, and accepts the Principles for Non-party Participation in the STCU.

We are confident that the Black & Veatch will provide a valuable contribution to the STCU. Additional information about the company is available on their website: www.bv.com.

Sincerely,

Eric T. Lund

Program Coordinator (STCU)

International Security Nonproliferation

Office of Cooperative Threat Reduction



03/BV/01-203 13.01. 2011

Eric T. Lund
Science Centers Program
U.S. Department of State, Bureau of International Security
and Nonproliferation Office of Cooperative Threat Reduction,
2201 C Street, N.W. Washington, DC 20520
Tel: 202-647-7551
Fax 202-738-7698

E-mail: LundET@state.gov

Re: Letter requesting Partner Status

Dear Mr. Lund:

Black & Veatch is a leading global engineering, consulting and construction company specializing in infrastructure development in energy, water, telecommunications, management consulting, federal and environmental markets. Our composite experience accumulated over the years on over 40,000 projects worldwide. In 2008 the Defense Threat Reduction Agency of the Department of Defense of the United States of America (DoD) signed a Contract with Black & Veatch Special Projects Corp. to implement the Technical Assistance Plan (TAP) for the Ministry of Health of Ukraine. This TAP includes implementation of Cooperative Biological Research (CBR) projects between Ukrainian and international researchers in a variety of biological fields that enhance disease diagnostics, detection, and prevention, etc. Within this TAP we plan to support several approved by DTRA projects over the next 3 years including:

- UP-1: "Ecological evaluation of Rickettsia spp., Coxiella burnetii, and tick-borne encephalitis virus in arthropods collected from North-West Ukraine"
- UP-2: "Incorporating GIS, Remote Sensing, and Laboratory Diagnostics into Human and Veterinary Disease Surveillance for Tularemia and Anthrax in Ukraine"
- UP-3: "Development of Algorithms and Molecular Approaches for Differential Diagnosis of Etiologies of a Severe Febrile Illness in Ukraine"

In this regards, we are interested in managing grant payment distribution in Ukraine within the CBR projects through the STCU as a STCU Partner.

The Black & Veatch Special Projects Corp. has read and accepts the terms and conditions of the STCU Agreement and Statute and accepts the Principles for Non-Party Participation in the STCU.

We welcome the opportunity to work with the STCU.

5/60 Zhylyanska, Office 1,

Kyiv, 01033, Ukraine

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Vice P

вул. Жилянська, 5/60, офіс 1, 2-й поверх, Київ, 01033, Україна

PARTNER PROJECT AGREEMENT STCU P364 / DTRA UP-1

between

U.S. Department of Defence/Defence Threat Reduction Agency/Biological Threat Reduction Project,

the Science and Technology Center in Ukraine

and

Lviv Research Institute of Epidemiology and Hygiene Ministry of Health of Ukraine Ukrainian Research Anti-Plague Institute Ministry of Health of Ukraine Central Sanitary Epidemiological Station Ministry of Health of Ukraine

Kyiv		2006
Operative Commencement Date:	1 November,	2008

The Science and Technology Center in Ukraine (STCU) (hereinafter referred to as "the Center").

the U.S. Department of Defence/Defence Threat Reduction Agency/Biological Threat Reduction Project (hereinafter referred to as " the Partner"), and

the leading Institution Lviv Research Institute of Epidemiology and Hygiene Ministry of Health of Ukraine

the Ukrainian Research Anti-Plague Institute Ministry of Health of Ukraine, Central Sanitary Epidemiological Station Ministry of Health of Ukraine,

(hereinafter referred together as "the Recipient(s)") represented for the purpose of the signature of this Partner Project Agreement (hereinafter referred to as "the Agreement") by their authorized representatives, (with the Center, the Partner, and the Recipient(s) hereinafter referred to collectively as "the Signatory Parties"),

TAKING INTO ACCOUNT THE FOLLOWING CONSIDERATIONS:

The United States of America, Canada, Sweden and Ukraine signed the agreement establishing the Science and Technology Center in Ukraine on October 25, 1993 (referred to as "the STCU Agreement"),

The European Union has acceded to the STCU Agreement on November 26, 1998, and in so doing, replaced Sweden as a Party to the Agreement,

Additional States may accede to the STCU Agreement to participate in the activities of the Center. Georgia acceded to the STCU Agreement on March 18, 1998; Uzbekistan acceded to the STCU Agreement on December 29, 1997, Azerbaijan acceded to the STCU Agreement on June 27, 2003, Moldova acceded to the STCU Agreement on December 7, 2004),

The Center is a legal entity and has been accredited by the Ministry of Foreign Affairs of Ukraine as an intergovernmental organization with its headquarters in Kiev,

The Partner, established under the law of United States of America is a legal entity that has been approved by the Center's Governing Board to participate in Center activities,

The Recipient(s) is a legal entity within Ukraine,

The Governing Board of the Center approves a project to be funded by the Partner through the Center in the domain covered by the Agreement,

The Partner has agreed to provide financial support for such project,

As set forth in the STCU Agreement, funds received by a legal entity in connection with the Center's projects shall be excluded in determining the profits of that organization for the purpose of tax liability, and funds received by persons in connection with the Center's projects shall not be included in these persons' taxable incomes,

HAVE AGREED AS FOLLOWS:

Article 1 - Scope of the Agreement

The Recipient(s) shall carry out the work plan set forth in Annex 1 according to the conditions of the Agreement, subject to the provisions of the STCU Agreement, and the Statute of the Center (hereinafter referred to as "the STCU Statute") which govern in case of conflict. The activities carried out under the Agreement are entitled Evaluation of arthropod-borne infections in Ukraine (hereinafter referred to as "the Project"). The scopes of work and relevant budget lines for each recipient entity are identified in the Annex 1. All Project Activities subject to this Agreement are to be executed by the Recipient(s), using only funding provided by the Center and/or sources approved by the Center. The Recipient Entity(ies) shall notify the Center immediately if it and /or other participating institutions determine at any time to utilize any other funding sources to execute such Project activities.

Article 2 - Duration of the Project

The duration of the Agreement shall be from the date of entry into force of the Agreement (hereinafter referred to as "the Operative Commencement Date") until completion of the Agreement. Subject to the applicable requirements in Article 6 "Audit and Monitoring of the Agreement", Article 7, "Ownership and Exploitation of Results from the Agreement," and Annex III herein, the Agreement shall be deemed to have been completed upon approval by Partner of all deliverables required by the

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Agreement and final payment to Recipient or termination of the Agreement pursuant to Article 11 herein, whichever is earlier. The duration of the Agreement is estimated to be 9 months.

Article 3 - Financial Contribution of the Partner through the Center

- 3.1 The total cost of the Project to the Center shall not exceed 125000\$. This total includes the cost of items described in Articles 3.2, 3.3, and 3.4 below.
- 3.2 The Center shall pay for items ordered by the Recipient, represented by the project manager: equipment, materials, subcontracts, other direct costs, and travel. The amount of such payments is estimated to be 57205\$.
- 3.3 The Center shall make grant payments directly to individual participants in the Project. The amount of such payments is estimated to be 57067\$. This total amount may be increased with the concurrence of the Partner and Center provided that such increase results from additional time worked on the project, rather than an increase in the rate of pay, and an offsetting reduction is made to the cost of items in article 3.2.
- 3.4 The Center will pay overhead to the Recipient(s), represented by its Director(s), in the amount of 9.39% of the direct project costs.
- 3.5 The Center will receive a fee for its service in the amount of 0% of the total project costs. This amount should be calculated in addition to the total cost of the project.
- 3.6 The Partner will deposit to Center's account the entire amount of its commitment, equal to 125000\$ that is the total cost of the project plus STCU's fee, in accordance with Articles 3.1, 3.5, and Article 7 of Annex 2.
- 3.7 Within Ukraine, all cash payments will be made in the national currency of Ukraine. Conversion of US dollars to the national currency of Ukraine will be according to the exchange rate of the Interbank Rate of Ukraine. Within Georgia, Uzbekistan, Azerbaijan, and Moldova all cash payments will be made in U.S. Dollars or Euros where possible.
- 3.8 Title to the property purchased for performance of this Agreement in accordance with Article 3.2 shall be determined in Annex 1 by applying one of the following clauses:
- 3.8.1 title will vest in the participation institution at the time of delivery or
- 3.8.2 title will remain with the Center until termination or completion of the project, at which time title will be vested in accordance with Article 8 Special Conditions or following to additional agreement between the STCU, Partner and Recipient(s) replacing Special Conditions.
- 3.9 Title to any goods (deliverables) purchased by Partner under this Agreement shall pass directly from Recipient to Partner at the time of delivery, subject to Partner's right of rejection upon inspection.

Article 4 - Cost Statements, Reports, and other Project Outputs

Quarterly cost statements shall be submitted by the Recipient to the Center. The quarterly cost statements will include a representation that all projects activities conducted by the Recipient during the preceding quarter were funded only with funding provided by the Center and that no other source of funding was utilized in carrying out such activities.

Quarterly progress reports shall be submitted by the Recipient to the Center, to the Partner and/or to the Technical Monitor as designated by the Partner and identified in Annex I - Work Plan (in English and Ukrainian (optional) or Russian (optional, if the project is located only in other CIS states)), in hard copy and in electronic format in accordance with Annex 3 - Reports. The format of the cost statements and quarterly progress reports will be provided by the Center.

Technical reports and other deliverables that are requested by the Partner shall be submitted by the Recipient to the Partner and/or Technical Monitor in accordance with Annex I and Annex III.

Article 5 - Confidentiality

- 5.1 All reports or portions of reports properly marked as invention information or Business Confidential Information by the Recipient in consultation with the Partner shall be protected from public dissemination unless otherwise agreed by the Recipient(s) and the Partner.
- 5.2 Subject to any obligations under this Agreement and in accordance with applicable laws and regulations, the Signatory Parties agree to keep confidential any invention information or Business Confidential Information communicated to them by other Signatory Parties or third parties in relation to

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the execution of this Agreement, unless such information so disclosed is or becomes legitimately available to the receiving Signatory Party through other sources without any covenant as regards its confidentiality.

Article 6 - Auditing and Monitoring

6.1 Access by the Center and the Partner, through the Center, to the project site to carry out on-site monitoring, for the evaluation and the verification of the progress of the Project activities, and to do audits of costs shall be granted by the Recipient(s) including access to (a) portions of facilities where the Project is being carried out and to all equipment, documentation, information, data systems, materials, supplies, personnel, and services which concern the Project, and (b) technical and cost information concerning the management and progress of the Project.

6.2 The Center will give the Recipient(s) up to 10 days advance notice of any intended on-site

monitoring of the project.

6.3 The Recipient(s) has the right to protect those portions of facilities that are not related to

the Project.

6.4 All documentation and records, including those associated with equipment, data systems, materials, supplies, and services utilized on the project must be maintained and made available for review by the Center, the Partner, or their representatives, for up to two years following the project's completion or termination.

Article 7 - Ownership and Exploitation of Results

7.1 The allocation of intellectual property arising from this Agreement and the responsibilities for protecting and exploiting such intellectual property should be established between the Recipient(s) and the Partner or Technical Monitor, on behalf of the Partner, in the form of Annex 4.

7.2 Exploitation of results shall be limited to applications for peaceful purposes. In this regard, the Recipient(s) and the Partner shall ensure that any results which could result in concerns over proliferation of weapons technology and transfer of sensitive technologies will be protected in accordance with relevant laws of Ukraine, and international agreements and conventions to which Ukraine, is a party.

Article 8 - Special Conditions

8.1 The special conditions specified in this Article shall prevail over other conditions specified in the Agreement.

8.2 Partner, upon agreement with Center and Recipient(s), may at any time, by written notice, make changes within the scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, Partner shall make an equitable adjustment in the Project Price, the delivery schedule, or both, and shall modify the Agreement.

Article 9 - Liability

9.1 The Signatory Parties accept the project team for the execution of the project and accept the project manager as the leader of the project team. The project manager shall be responsible for scientific, technical, personnel and financial activities related to the project, and shall have exclusive rights to handle all goods and services related to the project during its term. The director(s) of the institution(s) is liable for provision of general administrative and legal support to the project manager in connection with the execution of the Agreement.

9.2 The Center shall not be liable for nonperformance by the Partner or the Recipient(s) of

their obligations under the Agreement.

9.3 The Center and Partner shall not be liable for any material loss, damage, or injury of any nature arising from, or in connection with, the performance of the work under the Agreement.

Agre STCU P364 / DTRA UP-1 GP

Article 10 - Disputes

Disputes arising during performance of the Agreement including, in particular, (1) a claim by the Recipient(s) for any payments deemed due; (2) an interpretation of a provision of the Agreement; or (3) a request for relief or approval related to the Agreement, shall be subject to the following procedure.

The Recipient(s) shall submit any claim, demand, or request in writing to the Partner and to the Center. The Partner and the Center will prepare a joint response. The written decision of the Partner and the Center shall be delivered to the Recipient(s) within four weeks of the receipt of the submission.

Exceptionally, the Recipient(s) may appeal the Partner's and Center's decision in writing through the Executive Director of the Center to the Governing Board of the Center within four weeks of the communication of the Partner's and Center's decision.

The decision of the Governing Board shall be final and binding (unless otherwise provided). Pending the final settlement of disputes, the Recipient(s) shall, nevertheless, proceed diligently with the performance of the Agreement.

Article 11 - Suspension and Termination of the Agreement

11.1 Each Signatory Party shall reserve the right to suspend the Project or its part by issuing to the other Signatory Parties a notification of suspension which specifies the problem, the effective date, and the period of the suspension.

11.2 When the Project is suspended by the Center, and the period of the suspension expires and the Center and the Recipient are unable to find a solution, the Center shall, in consultation with the Partner, terminate the Project or a part of the Project.

11.3 When the Project is suspended by the Recipient, and the period of the suspension which is specified in the Recipient's notification expires and the Recipient and the Center are unable to find a solution, the Recipient shall terminate the Project.

11.4 Notwithstanding the termination, the Recipient shall submit reports and cost statements covering the period up to the termination and the following provisions of the Agreement shall continue to apply: Article 10, and Annex 2.

11.5 When Force Majeure situations occur which make the Project implementation impossible, the Center in consultation with the Partner and the Recipient(s) may terminate the Project with application of similar procedures as specified above.

11.6 When the Recipient(s) has committed actions which obviously violate the national laws of the Ukraine, or which obviously are contrary to the objectives specified under the STCU Agreement, the Center shall terminate the Project with immediate effectiveness upon written notification of termination to the Recipient. In this case, the Recipient(s) shall promptly return to the Center all payments and goods previously provided to the Recipient(s).

Article 12 - Amendments, Variations, or Additions

The provisions of the Agreement and its annexes may be amended or supplemented by means of a written agreement signed by authorized representatives of the Signatory Parties. However, operational changes in Annex 1, other than changes in the project manager, the institution, and the overall schedule, can be made by agreement between the Center and the Recipient(s) upon approval by Partner requested in accordance with applicable clauses of Annex 1.

Article 13 - Annexes

The Annexes are an integral part of the Agreement. They are:

Annex 1 - Work Plan

Annex 2 - Financial Provisions

Annex 3 - Reports

Annex 4 - Intellectual Property

Article 14 - Entry into Force of the Agreement

The Agreement shall enter into force on the first of the month following the date this Agreement is signed by the last signature of Signatory Parties or the date Partner deposited its commitment in accordance with Article 3.6 to Center's account, whichever is later, i.e. on "the Operative Commencement Date".

Prepared in Kyiv in the English and Ukrainian languages (Russian optional, if the project is located only in other CIS State). In the event of inconsistencies between the English and other texts, the English text shall take precedence.

For the Center

Andrew Hood 5.11.2008 Executive Director Science and Technology Center in Ukraine

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For the Partner

Shawn Cali

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For the Recipient(s)

Lyudmila Pozdnyakova

Parksipaling institution Manager

Approved Sergis Flozinyakov
Digistor Direstor Director Dir

For the Recipient(s)

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OFFICE OF THE SECRETARY OF DEFENSE

1500 DEFENSE PENTAGON WASHINGTON, DC 20301--1500

MEMORANDUM FOR DIRECTOR, DEFENSE THREAT REDUCTION AGENCY, COOPERATIVE THREAT REDUCTION

SUBJECT: Cooperative Biological Research (CBR) DoD Advisory Board Project Recommendation for Project UP-1: Rickettsia and Other Arthropod-Borne Diseases

Based on the recommendations of the September 27, 2007 CBR DoD Advisory Board meeting, as Co-Chairs, we approve the development of the project concept UP-1 as revised (attached). We recognize the concept may require additional funding to accommodate the revisions. Please structure follow-on project to support strain transfer and consolidation of especially dangerous pathogen collections and BSL-3 research at the interim central reference laboratory.

These efforts must be consistent with the Policy Guidance for the Cooperative Threat Reduction Biological Weapons Proliferation Prevention Program in Ukraine, dated November 29, 2005.

Richard J. Douglas

Deputy Assistant Secretary of Defense

Counternarcotics, Counterproliferation, & Global Threats Office of the Assistant Secretary of Defense for Global

Security Affairs

FEB 1 9 2008

Arthur T. Hopkins

Principal Deputy Assistant to the Secretary of Defense for Nuclear and Chemical and Biological Defense Programs

Attachment:

Project Concept UP-1, as revised



PARTNER PROJECT	AGREEMENT S	STCU P363 / I	DTRA UP-2

U.S. Departament of Defence Threat Reduction Agency/Biological Threat Reduction Project,

the Science and Technology Center in Ukraine

and

between

Central Sanitary Epidemiological Station Lviv Research Institute of Epidemiology and Hygiene

Kyiv	
Operative Commencement Date:	

Agre STCU P363 / DTRA UP-2 GP

The Science and Technology Center in Ukraine (STCU) (hereinafter referred to as "the Center"),

the U.S. Departament of Defence Threat Reduction Agency/Biological Threat Reduction Project (hereinafter referred to as "the Partner"), and

the leading Institution Central Sanitary Epidemiological Station,

the Lviv Research Institute of Epidemiology and Hygiene,

(hereinafter referred together as "the Recipient(s)")

represented for the purpose of the signature of this Partner Project Agreement (hereinafter referred to as "the Agreement") by their authorized representatives, (with the Center, the Partner, and the Recipient(s) hereinafter referred to collectively as "the Signatory Parties"),

TAKING INTO ACCOUNT THE FOLLOWING CONSIDERATIONS:

The United States of America, Canada, Sweden and Ukraine signed the agreement establishing the Science and Technology Center in Ukraine on October 25, 1993 (referred to as "the STCU Agreement"),

The European Union has acceded to the STCU Agreement on November 26, 1998, and in so doing, replaced Sweden as a Party to the Agreement,

Additional States may accede to the STCU Agreement to participate in the activities of the Center. Georgia acceded to the STCU Agreement on March 18, 1998; Uzbekistan acceded to the STCU Agreement on December 29, 1997, Azerbaijan acceded to the STCU Agreement on June 27, 2003, Moldova acceded to the STCU Agreement on December 7, 2004),

The Center is a legal entity and has been accredited by the Ministry of Foreign Affairs of Ukraine as an intergovernmental organization with its headquarters in Kiev,

The Partner, established under the law of United States of America is a legal entity that has been approved by the Center's Governing Board to participate in Center activities,

The Recipient(s) is a legal entity within Ukraine,

The Governing Board of the Center approves a project to be funded by the Partner through the Center in the domain covered by the Agreement,

The Partner has agreed to provide financial support for such project,

As set forth in the STCU Agreement, funds received by a legal entity in connection with the Center's projects shall be excluded in determining the profits of that organization for the purpose of tax liability, and funds received by persons in connection with the Center's projects shall not be included in these persons' taxable incomes.

HAVE AGREED AS FOLLOWS:

Article 1 - Scope of the Agreement

The Recipient(s) shall carry out the work plan set forth in Annex 1 according to the conditions of the Agreement, subject to the provisions of the STCU Agreement, and the Statute of the Center (hereinafter referred to as "the STCU Statute") which govern in case of conflict. The activities carried out under the Agreement are entitled Mapping Especially Dangerous Infectious Diseases in Ukraine (hereinafter referred to as "the Project"). The scopes of work and relevant budget lines for each recipient entity are identified in the Annex 1. All Project Activities subject to this Agreement are to be executed by the Recipient(s), using only funding provided by the Center and/or sources approved by the Center. The Recipient Entity(ies) shall notify the Center immediately if it and /or other participating institutions determine at any time to utilize any other funding sources to execute such Project activities.

Article 2 - Duration of the Project

The duration of the Agreement shall be from the date of entry into force of the Agreement (hereinafter referred to as "the Operative Commencement Date") until completion of the Agreement. Subject to the applicable requirements in Article 6 "Audit and Monitoring of the Agreement", Article 7, "Ownership and Exploitation of Results from the Agreement," and Annex III herein, the Agreement shall be deemed to have been completed upon approval by Partner of all deliverables required by the Agreement and final payment to Recipient or termination of the Agreement pursuant to Article 11 herein, whichever is earlier. The duration of the Agreement is estimated to be 36 months.

Article 3 - Financial Contribution of the Partner through the Center

- 3.1 The total cost of the Project to the Center shall not exceed 100000\$. This total includes the cost of items described in Articles 3.2, 3.3, and 3.4 below.
- 3.2 The Center shall pay for items ordered by the Recipient, represented by the project manager: equipment, materials, subcontracts, other direct costs, and travel. The amount of such payments is estimated to be 60425\$.
- 3.3 The Center shall make grant payments directly to individual participants in the Project. The amount of such payments is estimated to be 39575\$. This total amount may be increased with the concurrence of the Partner and Center provided that such increase results from additional time worked on the project, rather than an increase in the rate of pay, and an offsetting reduction is made to the cost of items in article 3.2.
- 3.4 The Center will pay overhead to the Recipient(s), represented by its Director(s), in the amount of 0% of the direct project costs.
- 3.5 The Center will receive a fee for its service in the amount of 0% of the total project costs. This amount should be calculated in addition to the total cost of the project.
- 3.6 The Partner will deposit to Center's account the entire amount of its commitment, equal to 100000\$ that is the total cost of the project plus STCU's fee, in accordance with Articles 3.1, 3.5, and Article 7 of Annex 2.
- 3.7 Within Ukraine, all cash payments will be made in the national currency of Ukraine. Conversion of US dollars to the national currency of Ukraine will be according to the exchange rate of the Interbank Rate of Ukraine. Within Georgia, Uzbekistan, Azerbaijan, and Moldova all cash payments will be made in U.S. Dollars or Euros where possible.
- 3.8 Title to the property purchased for performance of this Agreement in accordance with Article 3.2 shall be determined in Annex 1 by applying one of the following clauses:
- 3.8.1 title will vest in the participation institution at the time of delivery or
- 3.8.2 title will remain with the Center until termination or completion of the project, at which time title will be vested in accordance with Article 8 Special Conditions or following to additional agreement between the STCU, Partner and Recipient(s) replacing Special Conditions.
- 3.9 Title to any goods (deliverables) purchased by Partner under this Agreement shall pass directly from Recipient to Partner at the time of delivery, subject to Partner's right of rejection upon inspection.

Article 4 - Cost Statements, Reports, and other Project Outputs

Quarterly cost statements shall be submitted by the Recipient to the Center. The quarterly cost statements will include a representation that all projects activities conducted by the Recipient during the preceding quarter were funded only with funding provided by the Center and that no other source of funding was utilized in carrying out such activities.

Quarterly progress reports shall be submitted by the Recipient to the Center, to the Partner and/or to the Technical Monitor as designated by the Partner and identified in Annex I - Work Plan (in English and Ukrainian (optional) or Russian (optional, if the project is located only in other CIS states)), in hard copy and in electronic format in accordance with Annex 3 - Reports. The format of the cost statements and quarterly progress reports will be provided by the Center.

Technical reports and other deliverables that are requested by the Partner shall be submitted by the Recipient to the Partner and/or Technical Monitor in accordance with Annex I and Annex III.

Article 5 - Confidentiality

- 5.1 All reports or portions of reports properly marked as invention information or Business Confidential Information by the Recipient in consultation with the Partner shall be protected from public dissemination unless otherwise agreed by the Recipient(s) and the Partner.
- 5.2 Subject to any obligations under this Agreement and in accordance with applicable laws and regulations, the Signatory Parties agree to keep confidential any invention information or Business Confidential Information communicated to them by other Signatory Parties or third parties in relation to the execution of this Agreement, unless such information so disclosed is or becomes legitimately available to the receiving Signatory Party through other sources without any covenant as regards its confidentiality.

Article 6 - Auditing and Monitoring

- 6.1 Access by the Center and the Partner, through the Center, to the project site to carry out on-site monitoring, for the evaluation and the verification of the progress of the Project activities, and to do audits of costs shall be granted by the Recipient(s) including access to (a) portions of facilities where the Project is being carried out and to all equipment, documentation, information, data systems, materials, supplies, personnel, and services which concern the Project, and (b) technical and cost information concerning the management and progress of the Project.
- 6.2 The Center will give the Recipient(s) up to 10 days advance notice of any intended on-site monitoring of the project.
- 6.3 The Recipient(s) has the right to protect those portions of facilities that are not related to the Project.
- 6.4 All documentation and records, including those associated with equipment, data systems, materials, supplies, and services utilized on the project must be maintained and made available for review by the Center, the Partner, or their representatives, for up to two years following the project's completion or termination.

Article 7 - Ownership and Exploitation of Results

- 7.1 The allocation of intellectual property arising from this Agreement and the responsibilities for protecting and exploiting such intellectual property should be established between the Recipient(s) and the Partner or Technical Monitor, on behalf of the Partner, in the form of Annex 4.
- 7.2 Exploitation of results shall be limited to applications for peaceful purposes. In this regard, the Recipient(s) and the Partner shall ensure that any results which could result in concerns over proliferation of weapons technology and transfer of sensitive technologies will be protected in accordance with relevant laws of Ukraine, and international agreements and conventions to which Ukraine, is a party.

Article 8 - Special Conditions

- 8.1 The special conditions specified in this Article shall prevail over other conditions specified in the Agreement.
- 8.2 Partner, upon agreement with Center and Recipient(s), may at any time, by written notice, make changes within the scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, Partner shall make an equitable adjustment in the Project Price, the delivery schedule, or both, and shall modify the Agreement.

Article 9 - Liability

- 9.1 The Signatory Parties accept the project team for the execution of the project and accept the project manager as the leader of the project team. The project manager shall be responsible for scientific, technical, personnel and financial activities related to the project, and shall have exclusive rights to handle all goods and services related to the project during its term. The director(s) of the institution(s) is liable for provision of general administrative and legal support to the project manager in connection with the execution of the Agreement.
- 9.2 The Center shall not be liable for nonperformance by the Partner or the Recipient(s) of their obligations under the Agreement.
- 9.3 The Center and Partner shall not be liable for any material loss, damage, or injury of any nature arising from, or in connection with, the performance of the work under the Agreement.

Article 10 - Disputes

Disputes arising during performance of the Agreement including, in particular, (1) a claim by the Recipient(s) for any payments deemed due; (2) an interpretation of a provision of the Agreement;

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The Recipient(s) shall submit any claim, demand, or request in writing to the Partner and to the Center. The Partner and the Center will prepare a joint response. The written decision of the Partner and the Center shall be delivered to the Recipient(s) within four weeks of the receipt of the submission.

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The decision of the Governing Board shall be final and binding (unless otherwise provided). Pending the final settlement of disputes, the Recipient(s) shall, nevertheless, proceed diligently with the performance of the Agreement.

Article 11 - Suspension and Termination of the Agreement

- 11.1 Each Signatory Party shall reserve the right to suspend the Project or its part by issuing to the other Signatory Parties a notification of suspension which specifies the problem, the effective date, and the period of the suspension.
- 11.2 When the Project is suspended by the Center, and the period of the suspension expires and the Center and the Recipient are unable to find a solution, the Center shall, in consultation with the Partner, terminate the Project or a part of the Project.
- 11.3 When the Project is suspended by the Recipient, and the period of the suspension which is specified in the Recipient's notification expires and the Recipient and the Center are unable to find a solution, the Recipient shall terminate the Project.
- 11.4 Notwithstanding the termination, the Recipient shall submit reports and cost statements covering the period up to the termination and the following provisions of the Agreement shall continue to apply: Article 7, Article 10, and Annex 2.
- 11.5 When Force Majeure situations occur which make the Project implementation impossible, the Center in consultation with the Partner and the Recipient(s) may terminate the Project with application of similar procedures as specified above.
- 11.6 When the Recipient(s) has committed actions which obviously violate the national laws of the Ukraine, or which obviously are contrary to the objectives specified under the STCU Agreement, the Center shall terminate the Project with immediate effectiveness upon written notification of termination to the Recipient. In this case, the Recipient(s) shall promptly return to the Center all payments and goods previously provided to the Recipient(s).

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Prepared in Kylv in the English and Ukrainian languages (Russian optional, if the project is located only in other CIS State). In the event of inconsistencies between the English and other texts, the English text shall take precedence.

For the Center

Andrew Hood 8, 12.200 Executive Director Science and Technology Center in Ukraine

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For the Partner

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For the Recipient(s)

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For the Recipient(s)

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OFFICE OF THE SECRETARY OF DEFENSE



WASHINGTON, DC 20301-1000

MEMORANDUM FOR DIRECTOR, DEFENSE THREAT REDUCTION AGENCY, COOPERATIVE THREAT REDUCTION

SUBJECT: Policy and Implementation Guidance for the Defense Threat Reduction Agency on the Cooperative Biological Research (CBR) DoD Advisory Board Project Recommendations

Based on the recommendations from the September 27, 2007 CBR DoD Advisory Board meeting, as Co-Chairs, we approve the development of the project concept UP-2 (Multipathogen Mapping). We recognize that the goal is to develop a longer-term, follow-on project. Please ensure this follow-on project includes molecular fingerprinting of pathogens endemic to Ukraine and strain transfer.

These efforts must be consistent with the Policy Guidance for the Cooperative Threat Reduction Biological Weapons Proliferation Prevention Program in Ukraine, dated November 29, 2005.

Richard J. Douglas

Deputy Assistant Secretary of Defense

Counternarcotics, Counterproliferation, & Global Threats Office of the Assistant Secretary of Defense for Global

Security Affairs

Arthur T. Hopkins

Principal Deputy Assistant to the Secretary of Defense for Nuclear and Chemical and Biological Defense Programs

Ohodnoťte tento příspěvek!

III [Celkem: 7 Průměrně: 4.4]