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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period _____ to

Commission File Number 001-36365

SCYNEXIS, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**56-2181648**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
1 Evertrust Plaza, 13th Floor Jersey City, New Jersey (Address of principal executive offices)	**07302-6548 (Zip Code)**

(201)-884-5485
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, par value $0.001 per share	SCYX	Nasdaq Capital Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 1, 2026, there were 9,953,155 shares of the registrant’s Common Stock outstanding.

SCYNEXIS, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2026

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

SCYNEXIS, INC.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	September 30, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 8,228	$ 21,259
Short-term investments	38,937	18,772
Prepaid expenses and other current assets	2,430	263
Restricted cash	135	80
Deferred offering costs	627	—
Total current assets	50,357	40,374
Investments	16,061	16,247
Deferred offering costs	—	533
Restricted cash	54	109
Operating lease right-of-use asset	1,479	1,764
Total assets	**$ 67,951**	**$ 59,027**
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 3,601	$ 2,225
Accrued expenses	2,502	2,791
Deferred revenue	—	235
Operating lease liability, current portion	549	483
Total current liabilities	6,652	5,734
Warrant liability	980	2,225
Operating lease liability	1,272	1,692
Total liabilities	8,904	9,651
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.001 par value, authorized 5,000,000 shares as of September 30, 2026 and December 31, 2025; 0 shares issued and outstanding as of September 30, 2026 and December 31, 2025	—	—
Common stock, $0.001 par value, 60,000,000 shares authorized as of September 30, 2026 and December 31, 2025; 9,952,738 and 5,442,688 shares issued and outstanding as of September 30, 2026 and December 31, 2025, respectively	10	5
Additional paid-in capital	466,541	434,515
Accumulated deficit	(407,504)	(385,144)
Total stockholders' equity	59,047	49,376
Total liabilities and stockholders' equity	**$ 67,951**	**$ 59,027**

The accompanying notes are an integral part of the financial statements.

SCYNEXIS, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
License agreement revenue	$ —	$ 334	$ 235	$ 1,955
Operating expenses:				
Research and development	6,199	5,452	22,441	17,735
Selling, general and administrative	3,562	3,287	12,268	10,815
Total operating expenses	9,761	8,739	34,709	28,550
Loss from operations	(9,761)	(8,405)	(34,474)	(26,595)
Other (income) expense:				
Amortization of debt issuance costs and discount	—	—	—	312
Interest income	(617)	(454)	(1,786)	(1,759)
Interest expense	—	—	—	173
Other income	(870)	—	(1,609)	—
Warrant liabilities fair value adjustment	184	640	(8,719)	(4,454)
Total other (income) expense	(1,303)	186	(12,114)	(5,728)
Net loss	$ (8,458)	$ (8,591)	$ (22,360)	$ (20,867)
Net loss per share – basic and diluted	$ (0.71)	$ (1.38)	$ (2.23)	$ (3.36)
Weighted average common shares outstanding – basic and diluted	11,842,836	6,237,361	10,037,699	6,212,127

The accompanying notes are an integral part of the financial statements.

SCYNEXIS, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Nine Months Ended September 30,	
	2026	**2025**
Cash flows from operating activities:		
Net loss	$ (22,360)	$ (20,867)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation expense	1,710	2,165
Accretion of investments discount	(184)	(412)
Amortization of debt issuance costs and discount	—	312
Change in fair value of warrant liabilities	(8,719)	(4,454)
Noncash operating lease expense for right-of-use asset	285	239
Offering costs for March 2026 Private Placement warrant issuance	891	—
Changes in operating assets and liabilities:		
Prepaid expenses, other current assets, deferred costs, and other	(2,479)	1,745
License agreement receivable	—	(9,247)
License agreement contract asset	—	9,509
Accounts payable	1,307	(992)
Accrued expenses	(314)	(1,019)
Deferred revenue	(235)	(365)
Other liabilities	(354)	(298)
Net cash used in operating activities	(30,452)	(23,684)
Cash flows from investing activities:		
Purchase of investments	(39,488)	—
Maturity of investments	20,005	36,130
Net cash (used in) provided by investing activities	(19,483)	36,130
Cash flows from financing activities:		
Proceeds from common stock and pre-funded warrants issued for March 2026 Private Placement (Note 12)	40,019	—
Proceeds from common stock issued	—	4
Payment of convertible debt	—	(14,000)
Payment of offering costs	(3,145)	(110)
Proceeds from employee stock purchase plan issuances	30	51
Net cash provided by (used in) financing activities	36,904	(14,055)
Net decrease in cash, cash equivalents, and restricted cash	(13,031)	(1,609)
Cash, cash equivalents, and restricted cash at beginning of period	21,448	16,595
Cash, cash equivalents, and restricted cash at end of period	$ 8,417	$ 14,986
Supplemental cash flow information:		
Cash paid for interest	$ —	$ 420
Cash received for interest	$ 1,572	$ 1,632
Noncash financing activities:		
Offering costs included in accounts payable and accrued expenses	$ 95	$ —
Reclass of warrant liability for March 2026 Private Placement to additional paid-in capital	$ 3,914	$ —

The accompanying notes are an integral part of the financial statements.

SCYNEXIS, INC.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(unaudited)

1. Description of Business and Basis of Preparation

Organization

SCYNEXIS, Inc. ("SCYNEXIS" or the "Company") is a clinical-stage biotech company dedicated to advancing innovative solutions for severe rare diseases. The Company has acquired SCY-770, a novel, highly selective, direct AMP-activated protein kinase ("AMPK") activator, for the treatment of Autosomal Dominant Polycystic Kidney Disease ("ADPKD"), a progressive inherited kidney disorder characterized by the development and enlargement of fluid-filled renal cysts, progressive loss of kidney function and an increased risk of end-stage kidney disease. SCY-770 has been granted Orphan Drug Designation by the U.S. Food and Drug Administration ("FDA") and is designed to address many of the underlying drivers of ADPKD by reducing cyst growth and disease progression.

The Company's proprietary antifungal platform, "fungerps," includes SCY-247, a next-generation antifungal compound currently in clinical development for the treatment of invasive candidiasis and prevention of invasive fungal diseases and BREXAFEMME® (ibrexafungerp tablets), the first approved representative of this novel antifungal class, which the Company licensed to GlaxoSmithKline Intellectual Property (No. 3) Limited ("GSK") in May 2023.

The Company owns 100% of the intellectual property covering SCY-247, as well as additional fungerp compounds in preclinical and discovery stages of development. The FDA has granted Qualified Infectious Disease Product status, Fast Track, and Orphan Drug designations for SCY-247. In September 2026, the Company announced it had been awarded contract number 75A50126C00007 (the "BARDA Contract") by the Biomedical Advanced Research and Development Authority ("BARDA") to advance the development of SCY-247 in the treatment of invasive candidiasis and prevention of invasive fungal infections in high-risk patients. The BARDA Contract provides for potential total non-dilutive funding by BARDA of up to $213.9 million. The initial base period of the BARDA Contract commences in September 2026 and provides approximately $18.5 million to support the advancement of oral and intravenous SCY-247 into a Phase 2 study in patients with invasive candidiasis. The balance of the award is subject to BARDA exercising up to six options which could extend the term of the BARDA Contract for up to ten years.

The Company had an accumulated deficit of $407.5 million at September 30, 2026. The Company's capital resources primarily comprised cash and cash equivalents and investments of $63.2 million at September 30, 2026. While the Company believes its capital resources are sufficient to fund the Company's on-going operations for a period of at least 12 months subsequent to the issuance of the accompanying unaudited condensed consolidated financial statements, the Company's liquidity could be materially affected over this period by: (1) its ability to raise additional capital through equity offerings, debt financings, or other non-dilutive third-party funding; (2) costs associated with new strategic alliances, or new and existing licensing and collaboration arrangements; (3) negative regulatory events or unanticipated costs related to its development of SCY-770 and SCY-247; and (4) any other unanticipated material negative events or costs. One or more of these events or costs could materially affect the Company's liquidity. If the Company is unable to meet its obligations when they become due, the Company may have to delay expenditures, reduce the scope of its research and development programs, or make significant changes to its operating plan. The accompanying unaudited condensed consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The unaudited condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary. Intercompany balances and transactions are eliminated in consolidation.

Reverse Stock Split and Authorized Shares

On May 28, 2026, the Company filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the Company's Amended and Restated Certificate of Incorporation, to effect a one-for-eight reverse stock split of its outstanding common stock and a reduction in the total number of authorized shares of its common stock from 150,000,000 to 18,750,000, effective as of May 29, 2026. The amendment was approved by the Company's stockholders at a Special Meeting of Stockholders held on May 19, 2026. On the effective date of May 29, 2026, the number of the Company's issued and outstanding shares of common stock was decreased from 79,459,299 (pre-reverse stock split) to 9,932,359 and the par value per common share remained unchanged.

All share and per share amounts presented in these unaudited condensed consolidated financial statements have been retroactively adjusted for the reverse stock split and certain items in the prior period financial statements have been revised to conform to the current presentation.

On June 26, 2026, the Company filed a Certificate of Amendment to its Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware to increase the number of authorized shares of the Company's stock from 23,750,000 shares to 65,000,000 shares, which reflects the increase in the number of authorized shares of the Company's common stock, par value $0.001 per share, from 18,750,000 shares to 60,000,000 shares. The amendment was approved by the Company's stockholders at the 2026 Annual Meeting of Stockholders held on June 25, 2026.

Use of Estimates

The preparation of the unaudited condensed consolidated financial statements in conformity with U.S. GAAP requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates and judgments include: determination of the fair value of stock-based compensation grants; the estimate of services and effort expended by third-party research and development service providers used to recognize research and development expense; and the estimates and assumptions utilized in measuring the fair value of the warrant liabilities each reporting period.

Unaudited Condensed Consolidated Financial Information

The accompanying unaudited condensed consolidated financial statements and notes have been prepared in accordance with accounting principles generally accepted in the United States ("US GAAP"), as contained in the Financial Accounting Standards Board ("FASB") Accounting Standards Codification (the "Codification" or "ASC") for interim financial information. In the opinion of management, the interim financial information includes all adjustments of a normal recurring nature necessary for a fair presentation of the results of operations, financial position, and cash flows. The results of operations for the three and nine months ended September 30, 2026, are not necessarily indicative of the results for the full year or the results for any future periods. These unaudited condensed consolidated financial statements should be read in conjunction with the financial statements and notes set forth in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on March 4, 2026.

2. Summary of Significant Accounting Policies

The accompanying unaudited condensed consolidated financial statements and notes follow the same significant accounting policies as those described in the notes to the audited consolidated financial statements of the Company for the year ended December 31, 2025, except as described below.

Acquired In-Process Research and Development

Acquired in-process research and development ("IPR&D") includes upfront payments and development milestones incurred related to external IPR&D projects, acquired directly in a transaction other than a business combination, that do not have an alternative future use. Development milestones are milestone payment obligations that are incurred prior to regulatory approval of a compound and are expensed as research and development when the event triggering an obligation to pay the milestone occurs.

Basic and Diluted Net Loss per Share of Common Stock

The Company calculates net loss per common share in accordance with ASC 260, *Earnings Per Share*. Basic net loss per common share for the three and nine months ended September 30, 2026 and 2025 was determined by dividing net loss applicable to common stockholders by the weighted average number of common shares outstanding during the period. Per ASC 260, *Earnings Per Share,* the weighted average number of common shares outstanding utilized for determining the basic net loss per common share for the three and nine months ended September 30, 2026 and 2025 includes the outstanding pre-funded warrants to purchase 398,727 and 400,000 shares of common stock issued in the April 2022 public offering and December 2020 public offering, respectively. Additionally, the weighted average common shares outstanding for the three and nine months ended September 30, 2026 includes pre-funded warrants to purchase up to 1,093,744 shares of common stock sold in the March 2026 Private Placement (see Note 7 and Note 12).

The following potentially dilutive shares of common stock have not been included in the computation of diluted net loss per share for the three and nine months ended September 30, 2026 and 2025, as the result would be anti-dilutive:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Outstanding stock options	639,693	453,385	639,693	453,385
Outstanding restricted stock units	449,854	336,704	449,854	336,704
Warrants to purchase common stock associated with the April 2022 public offering	1,875,003	1,875,003	1,875,003	1,875,003
Warrants to purchase common stock associated with the March 2026 Private Placement	5,437,464	—	5,437,464	—
Warrants to purchase common stock associated with loan agreement	24,851	24,851	24,851	24,851
Warrants to purchase common stock associated with Danforth	6,250	6,250	6,250	6,250
Total	8,433,115	2,696,193	8,433,115	2,696,193

Recently Issued Accounting Pronouncements

In December 2025, the FASB issued ASU No. 2025-12, *Codification Improvements*, which introduced new guidance on improvements to several topics within the codification. This guidance is effective for the Company for annual reporting periods beginning after December 15, 2026. The Company is currently evaluating the impact ASU 2025-12 will have on its consolidated financial statements.

In November 2025, the FASB issued ASU No. 2025-11, *Interim Reporting (Topic 270): Narrow-Scope Improvements*, which introduced new guidance on disclosures to provide clarity about the current requirements for interim reporting. This guidance is effective for the Company for interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact ASU 2025-11 will have on its consolidated financial statements.

In October 2025, the FASB issued ASU No. 2025-10, *Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities*, which introduced authoritative guidance on the accounting for government grants received by business entities. This guidance is effective for the Company for annual reporting periods beginning after December 15, 2028, and interim reporting periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact ASU 2025-10 will have on its consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40), Disaggregation of Income Statement Expenses*, which introduced new guidance on disclosures for specified costs and expenses. This guidance is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating this guidance to determine the impact it may have on its consolidated financial statements.

3. Investments

The following table summarizes the investments at September 30, 2026 (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
As of September 30, 2026				
Maturities < 1 Year				
Corporate bonds	$ 35,208	$ —	$ (141)	$ 35,067
U.S. treasury bill	3,729	—	(2)	3,727
Total short-term investments	$ 38,937	$ —	$ (143)	$ 38,794
Maturities > 1 Year				
Corporate bonds	$ 16,061	$ —	$ (180)	$ 15,881
Total investments	$ 16,061	$ —	$ (180)	$ 15,881
As of December 31, 2025				
Maturities < 1 Year				
Corporate bonds	$ 18,772	$ 19	$ (3)	$ 18,788
Total short-term investments	$ 18,772	$ 19	$ (3)	$ 18,788
Maturities > 1 Year				
Corporate bonds	$ 16,247	$ 3	$ (11)	$ 16,239
Total investments	$ 16,247	$ 3	$ (11)	$ 16,239

The Company carries investments at amortized cost. As of September 30, 2026 and December 31, 2025, the fair value of the corporate bonds and U.S. treasury bill totals $54.7 million and $35.0 million, respectively, which is determined based on “Level 2” inputs, which consist of quoted prices for similar assets in active markets. The Company has evaluated the unrealized loss position in the corporate bonds and treasury bill as of the balance sheet dates and did not consider it to be indicative of an other-than-temporary impairment as the securities are highly-rated and the Company expects to realize the full principal amount at maturity. As of September 30, 2026, the corporate bonds maintain credit ratings of A- and higher.

4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	September 30, 2026	December 31, 2025
Prepaid insurance	$ 290	$ 141
Other prepaid expenses	103	105
Other current assets	2,037	17
Total prepaid expenses and other current assets	$ 2,430	$ 263

5. Accrued Expenses

Accrued expenses consisted of the following (in thousands):

	September 30, 2026	December 31, 2025
Accrued research and development expenses	$ 524	$ 806
Accrued employee bonus compensation	1,351	1,507
Other accrued expenses	627	478
Total accrued expenses	$ 2,502	$ 2,791

6. Borrowings

March 2019 Note Purchase Agreement

On March 7, 2019, the Company entered into a Senior Convertible Note Purchase Agreement (the “March 2019 Note Purchase Agreement”) with Puissance Life Science Opportunities Fund VI ("Puissance"). Pursuant to the March 2019 Note Purchase Agreement, on March 7, 2019, the Company issued and sold to Puissance $16.0 million aggregate principal amount of its 6.0% Senior Convertible Notes due 2025 (“March 2019 Notes”), resulting in $14.7 million in net proceeds after deducting $1.3 million for an advisory fee and other issuance costs. In April 2019, Puissance converted $2.0 million of the March 2019 Notes for 20,325 shares of common stock. The March 2019 Notes matured on March 15, 2025 and the Company repaid the

$14.0 million due to Puissance and is included as a financing cash outflow in the unaudited condensed consolidated statement of cash flows for the nine months ended September 30, 2025.

7. Stockholders' Equity

Authorized, Issued, and Outstanding Common Stock

The Company's authorized common stock has a par value of $0.001 per share and consists of 60,000,000 shares as of September 30, 2026, and December 31, 2025; 9,952,738 and 5,442,688 shares were issued and outstanding at September 30, 2026 and December 31, 2025, respectively. See Note 12 for further details on the March 2026 Private Placement.

On May 28, 2026, the Company filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the Company's Amended and Restated Certificate of Incorporation, to effect a one-for-eight (1:8) reverse stock split of its outstanding common stock and a reduction in the total number of authorized shares of its common stock from 150,000,000 to 18,750,000, effective as of May 29, 2026.

On June 26, 2026, the Company filed a Certificate of Amendment to its Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware to increase the number of authorized shares of the Company's stock from 23,750,000 shares to 65,000,000 shares, which reflects the increase in the number of authorized shares of the Company's common stock, par value $0.001 per share, from 18,750,000 shares to 60,000,000 shares. The amendment was approved by the Company's stockholders at the 2026 Annual Meeting of Stockholders held on June 25, 2026.

The following table summarizes common stock share activity for the three and nine months ended September 30, 2026 and 2025 (dollars in thousands):

	Three Months Ended September 30, 2026				
	Shares of Common Stock	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance, June 30, 2026	9,949,609	$ 10	$ 465,966	$ (399,046)	$ 66,930
Net loss	—	—	—	(8,458)	(8,458)
Stock-based compensation expense	—	—	562	—	562
Common stock issued through employee stock purchase plan	3,129	—	13	—	13
Balance, September 30, 2026	9,952,738	$ 10	$ 466,541	$ (407,504)	$ 59,047

	Three Months Ended September 30, 2025				
	Shares of Common Stock	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance, June 30, 2025	4,896,867	$ 5	$ 433,273	$ (388,811)	$ 44,467
Net loss	—	—	—	(8,591)	(8,591)
Stock-based compensation expense	—	—	526	—	526
Common stock issued through employee stock purchase plan	3,972	—	25	—	25
Common stock issued, net of expenses	343,750	—	3	—	3
Balance, September 30, 2025	5,244,589	$ 5	$ 433,827	$ (397,402)	$ 36,430

	Nine Months Ended September 30, 2026				
	Shares of Common Stock	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance, December 31, 2025	5,442,688	$ 5	$ 434,515	$ (385,144)	$ 49,376
Net loss	—	—	—	(22,360)	(22,360)
Stock-based compensation expense	—	—	1,710	—	1,710
Common stock issued through employee stock purchase plan	6,729	—	30	—	30
Common stock issued for vested restricted stock units	159,571	—	—	—	—
Common stock issued for Shares, net of offering costs	4,343,750	5	21,067	—	21,072
Proceeds allocated for Pre-Funded Warrants, net of offering costs	—	—	5,305	—	5,305
Reclass of warrant liability for March 2026 Private Placement	—	—	3,914	—	3,914
Balance, September 30, 2026	9,952,738	$ 10	$ 466,541	$ (407,504)	$ 59,047

	Nine Months Ended September 30, 2025				
	Shares of Common Stock	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance, December 31, 2024	4,746,748	$ 5	$ 431,607	$ (376,535)	$ 55,077
Net loss	—	—	—	(20,867)	(20,867)
Stock-based compensation expense	—	—	2,165	—	2,165
Common stock issued through employee stock purchase plan	7,936	—	51	—	51
Common stock issued for vested restricted stock units	146,155	—	—	—	—
Common stock issued, net of expenses	343,750	—	4	—	4
Balance, September 30, 2025	5,244,589	$ 5	$ 433,827	$ (397,402)	$ 36,430

Shares Reserved for Future Issuance

The Company had reserved shares of common stock for future issuance as follows:

	September 30, 2026	December 31, 2025
Outstanding stock options	639,693	443,651
Outstanding restricted stock units	449,854	332,974
Pre-funded warrants to purchase common stock associated with the December 2020 public offering	400,000	400,000
Warrants to purchase common stock associated with the April 2022 public offering	1,875,003	1,875,003
Pre-funded warrants to purchase common stock associated with the April 2022 public offering	398,727	398,727
Warrants to purchase common stock associated with the March 2026 Private Placement	5,437,464	—
Pre-funded warrants to purchase common stock associated with March 2026 Private Placement	1,093,744	—
Warrants to purchase common stock associated with loan agreement	24,851	24,851
Warrant to purchase common stock associated with Danforth	6,250	6,250
For possible future issuance under 2024 Plan (Note 8)	1,480,712	558,739
For possible future issuance under employee stock purchase plan	164,475	171,203
For possible future issuance under 2015 Plan (Note 8)	288,695	83,207
Total common shares reserved for future issuance	12,259,468	4,294,605

Common Warrants Associated with the March 2026 Private Placement and April 2022 Public Offering

The Company concluded that the March 2026 Private Placement common warrants initially did not meet the criteria for equity classification under the guidance of ASC 815 as the Company did not have sufficient authorized and unissued shares to satisfy the warrants if exercised. The Company initially recognized the March 2026 Private Placement common warrants as a liability at their fair value using the Black-Scholes valuation model with the changes in the fair value being recognized in the accompanying unaudited condensed consolidated statements of operations. The March 2026 Private Placement common warrants were only exercisable upon the receipt of Stockholder Approval to increase the Company's authorized shares (see Note 12) which occurred on June 25, 2026. Upon receipt of the Stockholder Approval on June 25, 2026, the warrant liability was remeasured and reclassified to additional paid-in capital. For the nine months ended September 30, 2026, the Company recognized a gain of $7.5 million on the warrant liability fair value adjustment for the March 2026 Private Placement common warrants.

The fair value of the April 2022 public offering outstanding common warrants has been determined using the Black-Scholes valuation model, and the changes in the fair value are recorded in the accompanying unaudited condensed consolidated statements of operations. The outstanding common warrants associated with the April 2022 public offering meet the definition of a derivative pursuant to ASC 815 and do not meet the derivative scope exception given the common warrants do not qualify under the indexation guidance. As a result, the April 2022 public offering common warrants were initially recognized as liabilities and measured at fair value using the Black-Scholes valuation model.

For the three months ended September 30, 2026 and 2025, the Company recognized losses of $0.2 million and $0.6 million, respectively, on the warrant liability fair value adjustment for the April 2022 public offering common warrants. For the nine months ended September 30, 2026 and 2025, the Company recognized gains of $1.2 million and $4.5 million, respectively, on the warrant liability fair value adjustment for the April 2022 public offering common warrants. As of September 30, 2026 and December 31, 2025, the fair value of the warrant liabilities was $1.0 million and $2.2 million, respectively.

8. Stock-based Compensation

2024 Equity Incentive Plan

In April 2024, the Company's board of directors adopted the 2024 Equity Incentive Plan ("2024 Plan"), which was subsequently approved by the Company's stockholders and became effective on June 19, 2024. The 2024 Plan is the successor to the 2014 Plan. The 2014 Plan terminated on February 11, 2024 and no new grants may be made under the 2014 Plan after that date, although all outstanding awards granted under the 2014 Plan will continue to be subject to the terms and conditions as set forth in the agreements evidencing such awards and the terms of the 2014 Plan.

In April 2026, subject to stockholder approval, the Company's board of directors approved an amendment to the 2024 Plan, which was subsequently approved by the Company's stockholders at the 2026 Annual Meeting of Stockholders and became effective on June 25, 2026. The material amendments to the 2024 Plan included the following: (i) an increase to the maximum number of shares of our common stock issuable under the 2024 Plan by 1,200,000 shares and (ii) an increase to the maximum number of shares of our common stock issuable through incentive stock options ("ISOs") granted under the 2024 Plan by 3,600,000 shares.

The aggregate number of shares of the Company's common stock that may be issued under the 2024 Plan will not exceed 2,676,335 shares, which number is the sum of: (i) 768,750 initially reserved under the 2024 Plan, plus (ii) 1,200,000 shares that were approved by the Company's stockholders on June 25, 2026, plus (iii) certain shares subject to outstanding awards granted under the 2014 Plan that may become available for grant under the 2024 Plan as such shares become available from time to time. As of September 30, 2026, there were 1,480,712 shares of common stock available for future issuance under the 2024 Plan.

2015 Inducement Award Plan

As of September 30, 2026, there were 288,695 shares of common stock available for future issuance under the Company's 2015 Inducement Award Plan ("2015 Plan"). During the nine months ended September 30, 2026 and 2025, there were options to purchase 181,375 and zero shares of the Company's common stock granted under the 2015 Plan. In August 2026, the Company's board of directors amended the 2015 Plan and the aggregate number of shares of common stock that may be issued pursuant to stock awards under the 2015 Plan was increased from 112,500 to 512,500 shares of common stock.

The activity for the Company's 2024 Plan, 2014 Plan, and 2015 Plan, for the nine months ended September 30, 2026, is summarized as follows:

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value ($000)
Outstanding — December 31, 2025	443,651	$ 37.38	6.49	$ —
Granted	200,750	$ 4.97		
Forfeited/Cancelled	(4,708)	$ 311.19		
Outstanding — September 30, 2026	639,693	$ 25.20	7.01	$ 39
Exercisable — September 30, 2026	345,375	$ 40.68	5.10	$ —
Vested or expected to vest — September 30, 2026	639,693	$ 25.20	7.01	$ 39

Restricted stock unit ("RSU") activity under the 2024 Plan, 2014 Plan, and 2015 Plan for the nine months ended September 30, 2026, is summarized as follows:

	Number of Shares	Weighted Average Grant Date Fair Value Per Share
Non-vested at December 31, 2025	332,974	$ 11.66
Granted	301,497	$ 5.78
Vested	(159,617)	$ 11.93
Expired/Cancelled	(25,000)	$ 13.92
Non-vested at September 30, 2026	449,854	$ 7.50

The fair value of RSUs is based on the market price of the Company's common stock on the date of grant. RSUs generally vest 33% annually over a three-year period from the date of grant. Upon vesting, the RSUs generally are net share settled to cover the required withholding tax with the remaining shares issued to the holder. The Company recognizes compensation expense for such awards ratably over the corresponding vesting period.

During the nine months ended September 30, 2026 and 2025, the Company granted 102,624 and zero performance-based RSUs, respectively. The Company recognizes stock-based compensation expense for RSUs with performance conditions when it is probable that the conditions will be met and the award will vest. During the three and nine months ended September 30, 2026 and 2025, there was zero stock-based compensation expense recognized for performance-based RSUs, respectively.

Stock-based Compensation Cost

The stock-based compensation cost that has been charged against income for stock awards was $0.6 million and $0.5 million for the three months ended September 30, 2026 and 2025, respectively, and was $1.7 million and $2.2 million for the nine months ended September 30, 2026 and 2025, respectively. The Company accounts for forfeitures as they occur, which may result in the reversal of stock-based compensation costs in subsequent periods as the forfeitures arise. Stock-based compensation expense related to stock awards is included in the following line items in the accompanying unaudited condensed consolidated statements of operations (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Research and development	$ 104	$ (8)	$ 295	$ 409
Selling, general and administrative	458	534	1,415	1,756
Total stock-based compensation expense	$ 562	$ 526	$ 1,710	$ 2,165

9. Fair Value Measurements

The carrying amounts of certain financial instruments, including cash and cash equivalents, restricted cash, investments, prepaid expenses and other current assets, accounts payable, and accrued expenses approximate their respective fair values due to the short-term nature of such instruments.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company evaluates its financial assets and liabilities subject to fair value measurements on a recurring basis to determine the appropriate level in which to classify them for each reporting period. This determination requires significant judgments to be made. The following table summarizes the conclusions reached as of September 30, 2026 and December 31, 2025 for financial instruments measured at fair value on a recurring basis (in thousands):

		Fair Value Hierarchy Classification		
	Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
September 30, 2026				
Cash	$ 790	$ 790	—	—
Restricted cash	189	189	—	—
Money market funds	7,438	7,438	—	—
Total assets	$ 8,417	$ 8,417	—	—
Warrant liability	$ 980	—	—	$ 980
Total liabilities	$ 980	—	—	$ 980
December 31, 2025				
Cash	$ 1,736	$ 1,736	—	—
Restricted cash	189	189	—	—
Money market funds	19,523	19,523	—	—
Total assets	$ 21,448	$ 21,448	—	—
Warrant liability	$ 2,225	—	—	$ 2,225
Total liabilities	$ 2,225	—	—	$ 2,225

The Company measures cash equivalents at fair value on a recurring basis. The fair value of cash equivalents is determined based on "Level 1" inputs, which consist of quoted prices in active markets for identical assets. As of September 30, 2026, the cash and cash equivalents of $8.2 million and the restricted cash balances of $0.1 million within short term and $0.1 million in long term on the unaudited condensed consolidated balance sheet, sum to the total of $8.4 million as shown in the unaudited condensed consolidated statement of cash flows.

Level 3 financial liabilities consist of the warrant liabilities for which there is no current market such that the determination of fair value requires significant judgment or estimation. Changes in fair value measurements categorized within Level 3 of the fair value hierarchy are analyzed each period based on changes in estimates or assumptions and recorded as appropriate. The Company uses the Black-Scholes option valuation model to value the Level 3 warrant liabilities at inception and on subsequent valuation dates. This model incorporates transaction details such as the Company's stock price, contractual terms, maturity, risk free rates, as well as volatility. The unobservable inputs for the Level 3 warrant liabilities include volatility and expected term. The historical and implied volatility of the Company, using its closing common stock prices and market data, is utilized to reflect future volatility over the expected term of the warrants.

At September 30, 2026 and December 31, 2025, the Level 3 volatility utilized in the Black-Scholes model to fair value the April 2022 public offering warrant liability was 75.9% and 86.1%, respectively. At June 25, 2026, the Level 3 volatility utilized in the Black-Scholes model to fair value the March 2026 Private Placement common warrants liability was 74.1%. The Company utilized a probability assessment to estimate the expected term for the Common Warrants associated with the March 2026 Private Placement. At June 25, 2026, the estimated expected term for the Common Warrants was 2.12 years.

A reconciliation of the beginning and ending balances for liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) is as follows (in thousands):

	Warrant Liabilities
Balance – December 31, 2025	$ 2,225
Gain adjustment to fair value	(8,719)
Common Warrants issued for March 2026 Private Placement	11,388
Reclass of Common Warrants for March 2026 Private Placement to additional paid-in capital	(3,914)
Balance – September 30, 2026	$ 980

10. Asset Purchase Agreement

On March 30, 2026 (the "Effective Date"), the Company and Poxel SA, a French corporation (“Poxel”), entered into an asset purchase agreement (the “Asset Purchase Agreement”) pursuant to which the Company (i) acquired all of Poxel’s right, title and interest in Poxel’s direct AMP kinase activator research and development program assets, including all patents, know-how, regulatory filings, inventory, records, assumed contracts and other assets specifically related to compounds that directly activate AMP kinase, including the compound known as PXL-770 (now, SCY-770, collectively, the “Assets”); and (ii) assumed liabilities from Poxel related to the Assets arising after the effective date of the Asset Purchase Agreement (the “Transaction”).

Pursuant to the Asset Purchase Agreement, the Company is obligated to pay Poxel a one-time upfront payment of $8.0 million within thirty days after the Effective Date of the execution of the Asset Purchase Agreement. The Company recognized the $8.0 million upfront payment as an acquired in-process research and development ("IPR&D") expense in research and development in the three months ended March 31, 2026. The Company paid the $8.0 million upfront payment to Poxel in April 2026 and the amount is included as an operating cash outflow within net loss in the unaudited condensed consolidated statement of cash flows for the nine months ended September 30, 2026. In addition, the Company is obligated to pay Poxel milestone payments upon the first achievement of certain development and commercial milestone events related to products containing an acquired compound, for up to a total of $8.0 million in aggregate development milestone payments including a $2.0 million development milestone due on the initiation of the first phase 2 clinical trial, and up to $180.0 million in commercial milestones, of which $125.0 million is triggered by annual net sales at or above $1.0 billion.

In connection with the Transaction, Poxel also granted to the Company an exclusive, sublicensable, perpetual and irrevocable, worldwide license under certain licensed intellectual property controlled by Poxel to research, develop, manufacture, use, sell, offer for sale, import, commercialize and otherwise exploit compounds and products related to the AMP kinase activator program.

11. Segments

The Company has one reportable segment which is drug development. The Company primarily derives revenue from its licensing of developed drugs in difficult-to-treat and drug-resistant infections and manages the business activities on a consolidated basis. The Company’s chief operating decision maker ("CODM") is the Chief Executive Officer. The CODM assesses performance for the drug development segment and decides how to allocate resources based on consolidated net loss that also is reported on the consolidated statement of operations. The CODM uses budget, forecast, and actual results of the consolidated net loss in deciding what drug development programs to further progress with its existing and planned capital resources. The measure of segment assets is reported on the balance sheet as consolidated assets.

The table below provides information about the Company's drug development segment and includes the reconciliation to consolidated net loss for the three and nine months ended September 30, 2026 and 2025, respectively (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Revenue	$ —	$ 334	$ 235	$ 1,955
Less:				
Clinical expense	3,415	1,729	7,450	5,943
Preclinical expense	573	1,131	1,005	3,097
Chemistry, manufacturing, and controls	373	792	1,067	3,065
IPR&D expense (Note 10)	—	—	8,000	—
Selling, general, and administrative	3,562	3,287	12,268	10,815
Interest expense	—	—	—	173
Plus:				
Interest income	(617)	(454)	(1,786)	(1,759)
Other segment expense (income) (1)	1,152	2,440	(5,409)	1,488
Segment net loss	(8,458)	(8,591)	(22,360)	(20,867)
Reconciliation of segment net loss				
Adjustments and reconciling items	—	—	—	—
Consolidated net loss	$ (8,458)	$ (8,591)	$ (22,360)	$ (20,867)

(1) Other segment expense (income) includes other research and development expense, amortization of debt issuance costs and discount, other income, and the warrant liabilities fair value adjustment.

12. Securities Purchase Agreement

On March 30, 2026 (the "SPA Effective Date"), the Company entered into a Securities Purchase Agreement (the “Purchase Agreement”) with certain new and existing institutional and accredited investors (the “Investors”) pursuant to which the Company, in a private placement (the “March 2026 Private Placement”), agreed to issue and sell to the Investors an aggregate of (i) 4,343,750 shares (the “Shares”) of the Company’s common stock, par value $0.001 per share (the “Common Stock”), (ii) pre-funded warrants (the “Pre-Funded Warrants”) to purchase up to 1,093,744 shares of Common Stock and (iii) accompanying common warrants (the “Common Warrants” and together with the Pre-Funded Warrants, the “Warrants”) to purchase up to an aggregate of 5,437,464 shares of Common Stock or Pre-Funded Warrants.

Each Share or Pre-Funded Warrant was accompanied by one Common Warrant. 4,343,750 Shares and accompanying Common Warrants were sold at a combined price of $7.36 per Share and accompanying Common Warrant, and 1,093,744 Pre-Funded Warrants and accompanying Common Warrants were sold at a combined price of $7.3592 per Pre-Funded Warrant and accompanying Common Warrant. The aggregate share issuance includes 13,586 Shares and accompanying Common Warrants that were sold to the Company’s President and Chief Executive Officer, Dr. David Angulo. CVI Investments, Inc., a holder of more than 5% of the Company's common stock, participated in the March 2026 Private Placement and purchased 260,868 Shares and accompanying Common Warrants at an aggregate purchase price of approximately $1.9 million.

Each Pre-Funded Warrant has an initial exercise price per share of $0.0008, subject to certain adjustments. The Pre-Funded Warrants are exercisable immediately and may be exercised at any time until the Pre-Funded Warrants are exercised in full.

Each Common Warrant is exercisable for one Share (or Pre-Funded Warrant in lieu thereof) at an exercise price of $9.60 per Share, or one Pre-Funded Warrant at an exercise price of $0.0008 per Pre-Funded Warrant in lieu thereof. The Common Warrants became exercisable on June 25, 2026, the effective date of the stockholder approval relating to the increase in the Company’s authorized shares of Common Stock (the “Stockholder Approval”), and will expire at 5:00 p.m. (New York City time) on the earlier of (i) the fifth (5th) anniversary of its original issue date and (ii) the thirtieth (30th) day after the Company publicly releases topline data at Week 48 from the Company’s Phase 2 proof-of-concept clinical study evaluating SCY-770 in patients with autosomal dominant polycystic kidney disease.

Under the terms of the Pre-Funded Warrants, the Company may not effect the exercise of any Pre-Funded Warrant, and a holder will not be entitled to exercise any portion of any Pre-Funded Warrant (i) if immediately prior to the exercise, a holder (together with its affiliates), beneficially owns an aggregate number of shares of Common Stock greater than 4.99% or 9.99%, as applicable (the “Maximum Percentage”), of the total number of issued and outstanding shares of Common Stock of the Company without taking into account any shares of Common Stock issuable upon exercise of the Warrants (the “Warrant Shares” and together with the Shares, the “Registrable Securities”), or (ii) to the extent that immediately following the exercise, the holder (together with its affiliates) would beneficially own in excess of the Maximum Percentage of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of such shares of Common Stock, which such

percentage may be changed at the holder's election to a higher or lower percentage not in excess of 19.99% upon 61 days' notice to the Company.

In connection with the March 2026 Private Placement, the Company also entered into a Registration Rights Agreement, dated March 30, 2026 (the "Registration Rights Agreement"), with the Investors. Pursuant to the Registration Rights Agreement, the Company filed a registration statement on Form S-3 (File No. 333-295493) (the "Registration Statement"), which was declared effective by the SEC on May 8, 2026, covering the resale of the Registrable Securities (as defined in the Registration Rights Agreement). The Registration Statement covers the shares of common stock underlying the Common Warrants; the Common Warrants became exercisable on the effective date of the Stockholder Approval on June 25, 2026. The Company also agreed to use reasonable best efforts to keep such Registration Statement effective until the earlier of the date the Registrable Securities covered by such Registration Statement have been sold or may be resold pursuant to Rule 144 under the Securities Act of 1933, as amended without restriction. The Registration Rights Agreement includes customary provisions regarding payment of fees and expenses and indemnification.

The March 2026 Private Placement closed on April 1, 2026. The total gross proceeds to the Company from the March 2026 Private Placement were $40.0 million, and after deducting placement agent fees and transaction-related expenses, net proceeds of $36.9 million. The Company can receive up to an additional $52.2 million in gross proceeds if the Warrants are fully exercised for cash.

The Company used the with-and-without method to allocate the total gross proceeds by first allocating the portion of the proceeds equal to the fair value of the Common Warrants on the SPA Effective Date with the remaining proceeds allocated to the Shares and Pre-Funded Warrants on a relative fair value basis. The Company measured the fair value of the Shares and Pre-Funded Warrants based on the $6.32 closing common stock share price on the SPA Effective Date. The Company used the relative fair value method to allocate the gross proceeds received from the sales of Shares, Common Warrants, and Pre-Funded Warrants on the unaudited condensed consolidated balance sheet as follows (in thousands):

	Proceeds Allocation
Shares	$ 22,873
Pre-funded Warrants	5,758
Common Warrants	11,388
Total	$ 40,019

The Company concluded that at the SPA Effective Date, the Common Warrants did not meet the criteria for equity classification under the guidance of ASC 815 as the Company did not have sufficient authorized and unissued shares to satisfy the warrants if exercised. The Common Warrants were only exercisable beginning on the effective date of the Stockholder Approval to increase authorized shares which occurred on June 25, 2026. The Company initially recognized the Common Warrants as liabilities at their fair value. The liability was subject to remeasurement at each balance sheet date and any change in fair value was recognized in the Company's unaudited condensed consolidated statements of operations. Upon receipt of the Stockholder Approval on June 25, 2026, the warrant liability was remeasured and the liability balance of $3.9 million was reclassified to additional paid-in capital. For the nine months ended September 30, 2026, the Company recognized a gain of $7.5 million on the warrant liability fair value adjustment for the March 2026 Private Placement common warrants.

The Company concluded that at the SPA Effective Date, the Pre-Funded Warrants did not meet the characteristics of a liability or a derivative and are classified within stockholders' equity. The Company incurred $3.1 million of placement agent commissions and other offering costs in connection with the March 2026 Private Placement. The placement agent commissions and other offering costs were allocated between the Shares, Common Warrants, and Pre-Funded Warrants using relative fair value. The Company allocated $1.7 million and $0.5 million of the offering costs between the Shares and Pre-funded Warrants, respectively, and recognized as a reduction of the proceeds within additional paid-in capital in the nine months ended September 30, 2026. The remaining $0.9 million of offering costs were allocated to the Common Warrants and recognized within selling, general and administrative expense in the unaudited condensed consolidated statements of operations for the nine months ended September 30, 2026. The offering costs allocated to the Common Warrants have been added back to net loss when deriving cash flows used in operations for the nine months ended September 30, 2026.

13. BARDA

On September 25, 2026, the Company entered into the BARDA Contract with BARDA, part of the Administration for Strategic Preparedness and Response within the U.S. Department of Health and Human Services, to support the development of SCY-247, the Company's second-generation fungerp antifungal candidate.

The BARDA Contract provides for potential total non-dilutive funding by BARDA of up to $213.9 million. The initial base period of the BARDA Contract commences in September 2026 and provides approximately $18.5 million to support the advancement of oral and intravenous SCY-247 into a Phase 2 study in patients with invasive candidiasis. The balance of the

award is subject to BARDA exercising up to six options which could extend the term of the BARDA Contract for up to ten years. If all options are exercised, the BARDA Contract could fund the development of SCY-247 from its current stage through NDA submissions to the FDA for two indications: treatment of invasive candidiasis and prevention of invasive fungal infections in high-risk patients.

The BARDA Contract is structured as a cost-share arrangement, with BARDA providing support for eligible SCY-247 costs, including both direct and general and administrative expenses. The Company expects to fund its share of near-term program costs for SCY-247 within its existing operating plan. The BARDA Contract contains terms and conditions that are customary for contracts with BARDA of this nature. BARDA may terminate the BARDA Contract for convenience at any time.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Operating results for the three and nine months ended September 30, 2026, are not necessarily indicative of results that may occur in future interim periods or future fiscal years. Some of the statements in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" are forward-looking statements. These forward-looking statements are based on management's beliefs and assumptions and on information currently available to our management and involve significant elements of subjective judgment and analysis. Words such as "expects," "will," "anticipates," "targets," "intends," "plans," "believes," "seeks," "estimates," "potential," "should," "could," variations of such words, and similar expressions are intended to identify forward-looking statements. Our actual results and the timing of events may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such a difference include those discussed under the heading "Risk Factors" in Item 1A of Part I of our Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 4, 2026. These and many other factors could affect our future financial and operating results. We undertake no obligation to update any forward-looking statement to reflect events after the date of this Quarterly Report on Form 10-Q. In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Quarterly Report on Form 10-Q. While we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into or review of, all relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely on these statements.

Overview

SCYNEXIS, Inc. is a clinical-stage biotechnology company dedicated to advancing innovative solutions for severe rare diseases. Our strategy is centered on advancing differentiated product candidates with novel mechanisms of action that may provide meaningful clinical benefit and commercial opportunity.

Our pipeline is led by SCY-770, a novel, highly selective direct AMP-activated protein kinase (AMPK) activator being developed for the treatment of Autosomal Dominant Polycystic Kidney Disease (ADPKD). ADPKD is a progressive inherited kidney disorder characterized by cyst growth, declining renal function and increased risk of end-stage kidney disease. SCY-770 has received Orphan Drug Designation from the U.S. Food and Drug Administration (FDA) and is designed to target multiple biological pathways associated with cyst formation and disease progression. SCY-770's mechanism has the potential to address core drivers of disease biology and therefore may be applicable across a broad segment of the ADPKD patient population. As a result, if successfully developed, SCY-770 could offer a differentiated therapeutic profile with the potential for broader use relative to certain existing treatments.

Our proprietary antifungal platform, "fungerps," includes SCY-247, a next-generation antifungal compound currently in clinical development for the treatment of invasive candidiasis and prevention of invasive fungal diseases and BREXAFEMME® (ibrexafungerp tablets), the first approved representative of this novel antifungal class, which we licensed to GlaxoSmithKline Intellectual Property (No. 3) Limited (GSK) in May 2023.

We believe our pipeline positions us to participate in multiple areas of significant unmet medical need, including rare kidney disease and invasive fungal infections, where treatment options remain limited and meaningful innovation continues to be needed.

Acquisition of SCY-770 Program

On March 30, 2026, we entered into an asset purchase agreement with Poxel SA pursuant to which we acquired Poxel's direct AMPK activator research and development program and related assets, including the compound previously known as PXL-770, now referred to as SCY-770.

We believe the acquisition of SCY-770 significantly enhances our pipeline by adding a clinical-stage rare disease program with the potential to address a large and underserved patient population. The transaction also aligns with our strategic objective of expanding into high-value rare disease indications supported by differentiated science and potentially efficient development pathways.

Pursuant to the agreement, we made an upfront payment of $8.0 million and may be required to make additional development and commercial milestone payments upon achievement of specified milestones.

SCY-770 for ADPKD

SCY-770 is an orally administered small-molecule direct AMPK activator that has been evaluated in multiple clinical studies, including Phase 1 trials and a Phase 2a study in patients with nonalcoholic fatty liver disease. Across studies completed to date, SCY-770 has demonstrated a favorable pharmacokinetic and tolerability profile. The FDA has granted SCY-770 Orphan Drug designation for the treatment of ADPKD.

We are developing SCY-770 as a potential disease-modifying therapy for ADPKD. We believe SCY-770's mechanism of action may offer a differentiated therapeutic approach by targeting key biological processes associated with cyst growth, inflammation and metabolic dysregulation implicated in ADPKD progression. In October 2026, we announced the completion of a Phase 1 study of SCY-770. The study was conducted to evaluate the safety and tolerability, as well as to characterize the pharmacokinetics of SCY-770 to support dose selection for the Phase 2 study in patients with ADPKD. The Phase 1 study enrolled 25 healthy participants across three cohorts. In the initial cohort, participants received a single 500 mg dose of SCY-770 under fed and fasted conditions. Participants in the subsequent cohorts received SCY-770 at either 750 mg once daily or 500 mg twice daily, or placebo, for seven days. SCY-770 was well tolerated across all cohorts and demonstrated a safety profile consistent with prior clinical experience. Pharmacokinetic data from this and prior studies will inform dose selection for the Phase 2 trial in patients with ADPKD.

We currently anticipate:

- initiating a Phase 2 proof-of-concept clinical study in ADPKD patients during the fourth quarter of 2026; and
- conducting an interim analysis of the Phase 2 study in the fourth quarter of 2027.

We believe existing and newly generated preclinical and clinical data may support an efficient development strategy. Subject to discussions with the FDA, we believe there may be potential for a streamlined regulatory pathway utilizing imaging-based surrogate endpoints together with confirmatory clinical benefit measures; however, no agreement with the FDA regarding any such pathway has been reached. Our goal is to develop SCY-770 as a therapy capable of slowing disease progression, limiting cyst growth and improving long-term patient outcomes.

ADPKD Market Opportunity

ADPKD is among the most common inherited kidney disorders and represents a leading genetic cause of kidney failure. The disease is associated with substantial morbidity, progressive loss of kidney function and significant healthcare burden.

We estimate that approximately 140,000 to 160,000 individuals in the United States are diagnosed with ADPKD, with global prevalence estimated in the millions. Current treatment options remain limited, and existing therapies may present tolerability, toxicity-monitoring or access-related challenges for certain patients. We believe there is substantial unmet need and potentially meaningful market opportunity for additional therapies capable of slowing disease progression in ADPKD while offering improved tolerability relative to currently available treatment options.

We believe these dynamics create a substantial opportunity for new therapies capable of slowing disease progression while potentially offering improved tolerability, broader patient applicability and long-term treatment utility.

The competitive landscape for ADPKD is evolving but remains limited. Tolvaptan, marketed in the United States as JYNARQUE, is currently the only therapy approved that can slow progression of ADPKD. Its use is limited to patients at risk of rapid progression due to tolerability issues, prescribing restrictions, and requirements associated with a risk evaluation and mitigation strategy (REMS) program. In 2025, the FDA approved Lupin's generic formulation of tolvaptan for the treatment of ADPKD, providing a lower-cost alternative to JYNARQUE; however, the generic product is subject to the same REMS requirements and safety considerations as the branded product and does not address the tolerability-related limitations that have constrained broader adoption of tolvaptan-based therapy. There are other products with different mechanisms of action in development for the treatment of ADPKD.

We believe SCY-770 may be differentiated by its direct activation of AMPK, a central regulator of cellular energy homeostasis implicated in multiple pathways relevant to ADPKD pathogenesis. Unlike approaches targeting narrow genetic subsets or downstream disease mechanisms, SCY-770 may have the potential for applicability across a broader ADPKD population, although these potential advantages have not yet been clinically established.

SCY-247 Program and BARDA Contract

SCY-247 is a next-generation antifungal compound being developed in oral and intravenous formulations for the treatment of invasive candidiasis and for the prevention of invasive fungal infections in patients at high-risk such as those undergoing bone marrow transplant or other conditions suppressing the immune system. We own 100% of the intellectual property covering SCY-247. In September 2026, we announced we had been awarded a contract by the Biomedical Advanced Research and Development Authority (BARDA) (the BARDA Contract) to advance the development of SCY-247 in the treatment of invasive candidiasis and prevention of invasive fungal infections in high-risk patients. The initial base period of the BARDA Contract provides approximately $18.5 million to support advancement of oral and intravenous SCY-247 into a Phase 2 trial in patients with invasive candidiasis.

The BARDA Contract is structured as a cost-sharing arrangement under which BARDA funds a portion of eligible costs associated with the development of SCY-247. If all options are exercised, BARDA's total contribution over the potential 10-year term of the contract is estimated to be approximately $213.9 million. BARDA's contribution includes a portion of both

eligible direct SCY-247 development costs and eligible general and administrative expenses. BARDA's contribution toward eligible general and administrative expenses is expected to offset and substantially reduce the Company's incremental costs associated with the development of SCY-247. The Company expects to fund its share of near-term SCY-247 program costs within its existing operating plan. The BARDA Contract contains terms and conditions that are customary for contracts of this nature, including BARDA's right to terminate for convenience at any time.

SCY-247 has demonstrated broad-spectrum antifungal activity in preclinical studies, including activity against multidrug-resistant *Candida* and *Aspergillus* strains. We believe SCY-247 possesses several potentially differentiated attributes, including availability of both oral and intravenous formulations, potent antifungal activity, tissue distribution profile supportive of both treatment and prevention of invasive fungal disease indications, low risk for significant drug interactions and pharmacokinetic characteristics supportive of once-daily dosing.

SCY-247 has been evaluated in Phase 1 oral and intravenous formulation studies which are now complete. In October 2026, we announced topline results from our Phase 1 single ascending dose (SAD) and multiple ascending dose (MAD) trial of the intravenous formulation of SCY-247. The study evaluated the safety and characterized the pharmacokinetics of intravenous SCY-247 to inform progression to, and dose selection for, a Phase 2 study in patients with invasive candidiasis. The Phase 1 study enrolled 56 healthy participants across seven cohorts: 42 received SCY-247 by peripheral intravenous infusion and 14 received placebo. The study evaluated single ascending doses up to 300 mg and multiple ascending doses administered once daily for seven days up to 200 mg.

SCY-247 administered by peripheral intravenous infusion was generally well tolerated. The most commonly reported adverse reactions were mild to moderate erythema and pain at the infusion site. There were no drug-related serious adverse events or discontinuations due to a related adverse event.

Intravenous doses of 50 mg once daily or higher achieved exposures at or above the efficacy target identified in murine models of invasive candidiasis. A previously completed Phase 1 study indicated that oral doses of 100 mg or higher are also anticipated to achieve the target exposure for efficacy. Overall, the safety, tolerability, and pharmacokinetic profile observed in these studies support the continued clinical development of SCY-247.

We currently anticipate initiating a Phase 2 study in patients with invasive candidiasis in 2027. The FDA has granted SCY-247 Qualified Infectious Disease Product, Fast Track and Orphan Drug designations.

BREXAFEMME

The Ibrexafungep's IND and BREXAFEMME New Drug Applications to the FDA have been transferred to GSK and we believe that GSK continues making progress toward the relaunch of BREXAFEMME in the U.S. market. We potentially stand to receive $146.0 million in annual net sales milestones plus net royalties in the low-to-mid-single digits following the relaunch of BREXAFEMME by GSK that could provide a significant future source of non-dilutive capital.

Financing Activities

In March 2026, we entered into a securities purchase agreement with certain institutional and accredited investors in a private placement financing transaction.

The financing generated aggregate gross and net proceeds of $40.0 million and $36.9 million, respectively. We believe this financing strengthens our balance sheet and enhances our ability to advance the development of SCY-770 and SCY-247. We believe our existing cash and cash equivalents and investments are sufficient to fund our on-going operations into 2029.

In addition, if the accompanying common warrants issued in the financing are fully exercised for cash, we could receive additional gross proceeds of up to approximately $52.2 million, subject to warrant exercise conditions.

Reverse Stock Split and Nasdaq Compliance

In June 2025, we received notice from Nasdaq that the closing bid price of our common stock had fallen below the minimum bid price requirement for continued listing. Nasdaq subsequently granted us a compliance period through June 15, 2026 to regain compliance with Nasdaq Listing Rule 5550(a)(2). As of May 28, 2026, we had not regained compliance with the minimum bid price requirement.

On May 28, 2026, we filed with the Secretary of State of the State of Delaware a Certificate of Amendment to our Amended and Restated Certificate of Incorporation, to effect a one-for-eight reverse stock split of our outstanding common stock. On the effective date of May 29, 2026, the number of our issued and outstanding shares of common stock was decreased from 79,459,299 (pre-reverse stock split) to 9,932,359 and the par value per common share remained unchanged.

On June 15, 2026, we received a letter from Nasdaq notifying us that Nasdaq has determined that for the last 10 consecutive business days, from June 1, 2026 to June 12, 2026, the closing bid price of our common stock has been at $1.00 per share or greater and that, accordingly, we have regained compliance with Listing Rule 5550(a)(2) and this matter is now closed.

Components of Operating Results

Revenue

Revenue consists of license agreement revenue associated with the GSK license agreement.

Research and Development Expense

Research and development expense consists of expenses incurred while performing research and development activities to discover, develop, or improve potential product candidates we seek to develop. This includes conducting preclinical studies and clinical trials, manufacturing and other development efforts, and activities related to regulatory filings for product candidates. We recognize research and development expenses as they are incurred. Our research and development expense primarily consists of:

- costs related to executing preclinical and clinical trials, drug formulation, manufacturing and other development;
- salaries and personnel-related costs, including benefits and any stock-based compensation, for personnel in research and development functions;
- medical affairs related expense and salary that is incurred to discover, develop, or improve potential product candidates;
- other costs in seeking regulatory approval of our products;
- acquired IPR&D with no alternative future use; and
- allocated overhead.

SCY-770, SCY-247, and ibrexafungerp as part of the MARIO Phase 3 study (the MARIO Phase 3 study was terminated in the fourth quarter of 2025) were the only significant research and development projects during the periods presented. We expect to continue to incur significant research and development expense for the foreseeable future as we continue our effort to develop SCY-770 and SCY-247, and to potentially develop our other product candidates, subject to the availability of additional funding.

The successful development of product candidates is highly uncertain. At this time, we cannot reasonably estimate the nature, timing or costs required to complete the remaining development of any product candidates. This is due to the numerous risks and uncertainties associated with the development of product candidates.

Selling, General and Administrative Expense

Selling, general and administrative expense consists primarily of salaries and personnel-related costs, including employee benefits and any stock-based compensation. This includes personnel in executive, finance, human resources, business development, medical affairs, marketing and commercial, and administrative support functions. Other expenses include facility-related costs not otherwise allocated to research and development expense, professional fees for accounting, auditing, tax and legal services, consulting costs for general and administrative purposes, patent application and legal fees, information systems and marketing efforts.

Other Expense (Income)

All of our other expense (income) recognized in the three and nine months ended September 30, 2026 and 2025, consists of amortization of debt issuance costs and discount, interest income, interest expense, other income, and the warrant liabilities fair value adjustment.

Results of Operations for the Three Months Ended September 30, 2026 and 2025

The following table summarizes our results of operations for the three months ended September 30, 2026 and 2025, together with the changes in those items in dollars and percentage (dollars in thousands):

	Three Months Ended September 30,			
	2026	2025	Period-to-Period Change	
License agreement revenue	$ —	$ 334	$ (334)	(100.0) %
Operating expenses:				
Research and development	6,199	5,452	747	13.7 %
Selling, general and administrative	3,562	3,287	275	8.4 %
Total operating expenses	9,761	8,739	1,022	11.7 %
Loss from operations	(9,761)	(8,405)	(1,356)	16.1 %
Other (income) expense:				
Interest income	(617)	(454)	(163)	35.9 %
Other income	(870)	—	(870)	—
Warrant liabilities fair value adjustment	184	640	(456)	(71.3) %
Total other (income) expense	(1,303)	186	(1,489)	(800.5) %
Net loss	$ (8,458)	$ (8,591)	$ 133	(1.5) %

Revenue. For the three months ended September 30, 2025, revenue consists of $0.3 million in license agreement revenue associated with the GSK license agreement.

Research and Development. For the three months ended September 30, 2026, research and development expenses increased to $6.2 million compared to $5.5 million for the three months ended September 30, 2025. The increase of $0.7 million, or 14%, for the three months ended September 30, 2026, was primarily driven by an increase of $1.7 million in clinical expense, offset in part by a $0.6 million decrease in preclinical expense, and a $0.4 million decrease in chemistry, manufacturing, and controls (CMC) expense.

The $1.7 million increase in clinical expense was primarily associated with a $1.2 million increase in expense for the Phase 1 intravenous formulation study for SCY-247 and a $1.3 million increase in expense for the Phase 1 SCY-770 study, offset in part by a $1.1 million decrease in expense associated with MARIO Phase 3 study that was terminated in the fourth quarter of 2025. The $0.6 million decrease in preclinical expense was primarily associated with certain preclinical costs associated with the development of the oral and intravenous formulations of SCY-247 in the three months ended September 30, 2025. The $0.4 million decrease in CMC expense was primarily due to CMC costs associated with the intravenous formulation of SCY-247 that were incurred in the three months ended September 30, 2025.

Selling, General & Administrative. For the three months ended September 30, 2026, selling, general and administrative expenses increased to $3.6 million compared to $3.3 million for the three months ended September 30, 2025. The increase of $0.3 million, or 8%, for the three months ended September 30, 2026, was primarily due to the increase of $0.2 million in professional fees.

Interest Income. For the three months ended September 30, 2026 and 2025, we recognized $0.6 million and $0.5 million, respectively, in interest income on our money market funds and investments.

Other Income. For the three months ended September 30, 2026, we recognized $0.9 million in other income associated with certain research and development tax credits.

Warrant Liability Fair Value Adjustment. For the three months ended September 30, 2026 and 2025, we recognized losses of $0.2 million and $0.6 million, respectively, in the fair value adjustment related to the warrant liability primarily due to the increase in our stock price during the respective periods.

Results of Operations for the Nine Months Ended September 30, 2026 and 2025

The following table summarizes our results of operations for the nine months ended September 30, 2026 and 2025, together with the changes in those items in dollars and percentage (dollars in thousands):

	Nine Months Ended September 30,			
	2026	2025	Period-to-Period Change	
License agreement revenue	$ 235	$ 1,955	$ (1,720)	(88.0) %
Operating expenses:				
Research and development	22,441	17,735	4,706	26.5 %
Selling, general and administrative	12,268	10,815	1,453	13.4 %
Total operating expenses	34,709	28,550	6,159	21.6 %
Loss from operations	(34,474)	(26,595)	(7,879)	29.6 %
Other expense (income):				
Amortization of debt issuance costs and discount	—	312	(312)	(100.0) %
Interest income	(1,786)	(1,759)	(27)	1.5 %
Interest expense	—	173	(173)	(100.0) %
Other income	(1,609)	—	(1,609)	— %
Warrant liabilities fair value adjustment	(8,719)	(4,454)	(4,265)	95.8 %
Total other income	(12,114)	(5,728)	(6,386)	111.5 %
Net loss	$ (22,360)	$ (20,867)	$ (1,493)	7.2 %

Revenue. For the nine months ended September 30, 2026 and 2025, revenue consists of $0.2 million and $2.0 million in license agreement revenue associated with the GSK license agreement.

Research and Development. For the nine months ended September 30, 2026, research and development expenses increased to $22.4 million compared to $17.7 million for the nine months ended September 30, 2025. The increase of $4.7 million, or 27%, for the nine months ended September 30, 2026, was primarily driven by the $8.0 million IPR&D expense recognized for the acquisition of SCY-770 in the nine months ended September 30, 2026, an increase of $1.5 million in clinical expense, offset in part by a decrease of $2.1 million in preclinical expense, a decrease of $2.0 million in CMC expense, a decrease of $0.6 million in salary expense, and a net decrease of $0.1 million in other research and development expense.

The $1.5 million increase in clinical expense was primarily associated with a $3.6 million increase in expense for the Phase 1 intravenous formulation study for SCY-247 and a $1.6 million increase in expense for the Phase 1 SCY-770 study, offset in part by a $2.2 million decrease in expense for the Phase 1 oral formulation study of SCY-247 and a $2.1 million decrease in expense associated with MARIO Phase 3 study that was terminated in the fourth quarter of 2025. The $2.0 million decrease in CMC expense was primarily associated with a $1.4 million decrease in costs associated with the manufacturing of ibrexafungerp for the MARIO Phase 3 study. The $2.1 million decrease in preclinical expense was primarily associated with certain preclinical costs associated with the development of the oral and intravenous formulations of SCY-247 in the nine months ended September 30, 2025.

Selling, General & Administrative. For the nine months ended September 30, 2026, selling, general and administrative expenses increased to $12.3 million compared to $10.8 million for the nine months ended September 30, 2025. The increase of $1.5 million, or 13%, was primarily due to the recognition of $0.9 million in offering costs for the March 2026 Private Placement warrant issuance in the nine months ended September 30, 2026, a $0.2 million increase in other professional fees, and a net increase of $0.4 million in other selling, general, and administrative expense.

Amortization of Debt Issuance Costs and Discount. For the nine months ended September 30, 2025, we recognized $0.3 million in amortization of debt issuance costs and discount. The debt issuance costs and discount for our March 2019 convertible notes, which were fully paid at maturity in March 2025, primarily consisted of an allocated portion of advisory fees and other issuance costs and the initial fair value of the derivative liability.

Interest Income. For both the nine months ended September 30, 2026 and 2025, we recognized $1.8 million in interest income on our money market funds and investments.

Interest Expense. For the nine months ended September 30, 2025, we recognized $0.2 million in interest expense on our March 2019 convertible notes which were fully paid at maturity in March 2025.

Other Income. For the nine months ended September 30, 2026, we recognized $1.6 million in other income associated with certain research and development tax credits.

Warrant Liabilities Fair Value Adjustment. For the nine months ended September 30, 2026 and 2025, we recognized gains of $8.7 million and $4.5 million, respectively, in the fair value adjustment related to the warrant liabilities primarily due to the decrease in our stock price during the respective periods.

Liquidity and Capital Resources

Sources of Liquidity

As of September 30, 2026, we had cash and cash equivalents and investments of $63.2 million, compared to cash and cash equivalents and investments of $56.3 million as of December 31, 2025. We believe our capital resources are sufficient to fund our on-going operations for a period of at least 12 months subsequent to the issuance of the accompanying unaudited condensed consolidated financial statements. As of September 30, 2026, our accumulated deficit was $407.5 million.

Consistent with our operating plan, we expect to incur significant research and development expenses and selling, general and administrative expenses. As a result of our continued significant expenses, we will need additional capital to fund our operations, which we may obtain through one or more of equity offerings, debt financings, other non-dilutive third-party funding (e.g., grants), strategic alliances and licensing or collaboration arrangements. We may offer shares of our common stock pursuant to our effective shelf registration statements or our "at-the-market" offering program pursuant to the Controlled Equity Offering℠ Sales Agreement with Cantor Fitzgerald & Co.

Cash Flows

The following table sets forth the significant sources and uses of cash for the nine months ended September 30, 2026 and 2025 (in thousands):

	Nine Months Ended September 30,	
	2026	2025
Cash, cash equivalents, and restricted cash, January 1	$ 21,448	$ 16,595
Net cash used in operating activities	(30,452)	(23,684)
Net cash (used in) provided by investing activities	(19,483)	36,130
Net cash provided by (used in) financing activities	36,904	(14,055)
Net decrease in cash, cash equivalents, and restricted cash	(13,031)	(1,609)
Cash, cash equivalents, and restricted cash, September 30	$ 8,417	$ 14,986

Operating Activities

The $6.8 million increase in net cash used in operating activities for the nine months ended September 30, 2026, as compared to the nine months ended September 30, 2025 was primarily due to the $8.0 million payment for the acquisition of SCY-770 and the continued development costs associated of SCY-770 and SCY-247.

Net cash used in operating activities of $30.5 million for the nine months ended September 30, 2026, primarily consisted of the $22.4 million net loss adjusted for non-cash charges that included the gain on change in fair value of the warrant liabilities of $8.7 million, $0.9 million in offering costs for the March 2026 Private Placement warrant issuance, and stock-based compensation expense of $1.7 million, partially offset by a net unfavorable change in operating assets and liabilities of $2.1 million. The net unfavorable change in operating assets and liabilities of $2.1 million is due to the increase of $2.5 million in operating assets and an increase of $0.4 million in operating liabilities. The $2.5 million increase in prepaid expenses, other current assets, deferred costs, and other was primarily due to the $1.7 million increase in other current assets for certain tax credit receivables recognized in the nine months ended September 30, 2026.

Net cash used in operating activities of $23.7 million for the nine months ended September 30, 2025, primarily consisted of the $20.9 million net loss adjusted for non-cash charges that included the gain on change in fair value of the warrant liability of $4.5 million and stock-based compensation expense of $2.2 million, partially offset by a net unfavorable change in operating assets and liabilities of $0.7 million. The net unfavorable change in operating assets and liabilities of $0.7 million is due to a net favorable change of $2.0 million due to the decrease in operating assets offset by a net unfavorable change of $2.7 million due to the decrease in operating liabilities. The net $2.0 million decrease in operating assets is primarily due to a $1.7 million decrease in prepaid expenses, other assets, deferred costs, and other. The $1.7 million decrease in prepaid expenses, other assets, deferred costs, and other was primarily due to the $1.2 million decrease in other current assets for certain collected unbilled receivables in the nine months ended September 30, 2025. The net unfavorable change of $2.7 million in operating liabilities is primarily due to the $1.0 million decrease in accounts payable and a $1.0 million decrease in accrued expenses primarily due to the $0.6 million decrease in accrued bonus which was paid in the nine months ended September 30, 2025.

Investing Activities

Net cash used in investing activities of $19.5 million for the nine months ended September 30, 2026 consisted of purchases and maturities of investments of $39.5 million and $20.0 million, respectively.

Net cash provided by investing activities for the nine months ended September 30, 2025 consisted of the maturities of investments of $36.1 million.

Financing Activities

Net cash provided by financing activities of $36.9 million for the nine months ended September 30, 2026, consisted primarily of the $40.0 million in proceeds received from the March 2026 Private Placement.

Net cash used in financing activities of $14.1 million for the nine months ended September 30, 2025, consisted primarily of the $14.0 million repayment of the convertible debt in March 2025.

Future Funding Requirements

We expect to incur expenses in connection with our efforts to further development activities, particularly as we continue the research, development and clinical trials of, and seek regulatory approval for, product candidates. We anticipate that we will need substantial additional funding in connection with our continuing future operations.

We are continually evaluating our operating plan and assessing the optimal cash utilization for our SCY-770 and SCY-247 development strategy. We have based our estimates on assumptions that may prove to be wrong, and we may use our available capital resources sooner than we currently expect. Because of the numerous risks and uncertainties associated with the development and commercialization of product candidates, we are unable to estimate the amounts of increased capital outlays and operating expenses necessary to complete the development of product candidates.

Our future capital requirements will depend on many factors, including:

- the progress, and costs, of the clinical development of SCY-770 and SCY-247;
- the outcome, costs and timing of seeking and obtaining FDA and any other regulatory approvals;
- the ability of product candidates to progress through clinical development successfully;
- our need to expand our research and development activities;
- the costs associated with securing, establishing and maintaining manufacturing capabilities;
- our ability to successfully achieve the regulatory and commercial milestones under our GSK license agreement;
- our ability to maintain, expand and defend the scope of our intellectual property portfolio, including the amount and timing of any payments we may be required to make, or that we may receive, in connection with the licensing, filing, prosecution, defense and enforcement of any patents or other intellectual property rights;
- our need and ability to hire additional management and scientific and medical personnel;
- our need to implement additional, as well as to enhance existing, internal systems and infrastructure, including financial and reporting processes and systems and the associated compliance costs; and
- the economic and other terms, timing and success of our existing licensing arrangements and any collaboration, licensing or other arrangements into which we may enter in the future.

Until such time, if ever, as we can generate substantial revenue from product sales, we expect to finance our cash needs through a combination of net proceeds from equity offerings, debt financings, or other non-dilutive third-party funding (e.g., grants), strategic alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interests of our common stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common stockholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through sales of assets, other third-party funding, strategic alliances and licensing or collaboration arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or to grant licenses on terms that may not be favorable to us.

Significant Estimates and Judgments

Our management's discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which we have prepared in accordance with accounting principles generally accepted in the United States, or GAAP. The preparation of our condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of our condensed consolidated financial statements, as well as the reported revenues and expenses during the reported periods. We evaluate these estimates and judgments on an ongoing basis. We base our estimates on historical experience and on

various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Our critical estimates and judgments are described within Item 7 to our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 4. Controls and Procedures.

Management's Evaluation of our Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is (1) recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and (2) accumulated and communicated to our management, including our principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure.

As of September 30, 2026, our management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our principal executive officer and principal financial officer have concluded based upon the evaluation described above that, as of September 30, 2026, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

During the three months ended September 30, 2026, there have been no changes in our internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15(d)-15(f) promulgated under the Exchange Act, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 5. Other Information.

During our last fiscal quarter, no director or officer (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits.

Exhibit Number	Description of Document
3.1	Amended and Restated Certificate of Incorporation (Filed with the SEC as Exhibit 3.1 to our current report on Form 8-K, filed with the SEC on May 12, 2014, SEC File No. 001-36365, and incorporated by reference here).
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of SCYNEXIS, Inc. (Filed with the SEC as Exhibit 3.2 to our Form 10-Q, filed with the SEC on August 7, 2019, SEC File No. 001-36365, and incorporated by reference here).
3.3	Certificate of Amendment of Amended and Restated Certificate of Incorporation of SCYNEXIS, Inc. (Filed with the SEC as Exhibit 3.1 to our Form 8-K, filed with the SEC on July 16, 2020, SEC File No. 001-36365, and incorporated by reference here).
3.4	Certificate of Amendment of Amended and Restated Certificate of Incorporation of SCYNEXIS, Inc. (Filed with the SEC as Exhibit 3.4 to our Form 10-Q, filed with SEC on November 9, 2022, SEC File No. 001-36365, and incorporated by reference here).
3.5	Certificate of Amendment of Amended and Restated Certificate of Incorporation of SCYNEXIS, Inc. (Filed with the SEC as Exhibit 3.1 to our Form 8-K, filed with SEC on May 29, 2026, SEC File No. 001-36365, and incorporated by reference here).
3.6	Certificate of Amendment of Amended and Restated Certificate of Incorporation of SCYNEXIS, Inc. (Filed with the SEC as Exhibit 3.1 to our Form 8-K, filed with SEC on June 26, 2026, SEC File No. 001-36365, and incorporated by reference here).
3.7	Amended and Restated By-Laws (Filed with the SEC as Exhibit 3.4 to our Registration Statement on Form S-1, filed with the SEC on February 27, 2014, SEC File No. 333-194192, and incorporated by reference here).
4.1	Reference is made to Exhibits 3.1 through 3.6.
10.1*	Employment Agreement, dated September 9, 2026, between SCYNEXIS, Inc. and Sanjay Subramanian.
10.2*#	Award/Contract, dated September 25, 2026, between SCYNEXIS, Inc. and Biomedical Advanced Research and Development Authority.
10.3	SCYNEXIS, Inc. 2024 Equity Incentive Plan (Filed with the SEC as Exhibit 99.1 to our Registration Statement on Form S-8, filed with the SEC on August 10, 2026, SEC File No. 333-298183, and incorporated by reference here).
10.4	SCYNEXIS, Inc. 2015 Inducement Award Plan (Filed with the SEC as Exhibit 99.2 to our Registration Statement on Form S-8, filed with the SEC on August 10, 2026, 2026, SEC File No. 333-298183, and incorporated by reference here).
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15(d)-14(a) of the Exchange Act.
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act.
32.1**	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema with Embedded Linkbase Documents.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

** Furnished herewith. Exhibit 32.1 is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall such exhibit be deemed to be incorporated by reference in any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as otherwise specifically stated in such filing.

This exhibit has been omitted (a) pursuant to a request for confidential treatment, which portions were omitted and filed separately with the Securities and Exchange Commission or (b) because it is both (i) not material and (ii) is the type of information that SCYNEXIS, Inc. treats as private or confidential.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SCYNEXIS, INC.

By: /s/ David Angulo, M.D.
David Angulo, M.D.
Chief Executive Officer
(Principal Executive Officer)

Date: November 4, 2026

By: /s/ Sanjay Subramanian
Sanjay Subramanian
Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: November 4, 2026

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ***("Agreement"),*** effective as of September 9, 2026 (the ***"Effective Date"),*** is by and between SCYNEXIS, Inc., a Delaware corporation ***("Employer"*** **or** ***"Company")*** and Sanjay S. Subramanian ***("Employee").***

RECITALS:

WHEREAS, Employer considers the availability of Employee's services to be important to the management and conduct of Employer's business and desires to secure the continued availability of Employee's services and hire Employee on terms herein contained; and

WHEREAS, Employee is willing to make their services available to Employer on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Employment. For the Term (as defined in Section 2), Employee shall be employed as **Chief Financial Officer** (the "Position") of Employer. Employee hereby accepts and agrees to such employment and will report to the Chief Executive Officer. Employee shall perform such duties and shall have such powers, authority and responsibilities as are customary for one holding the Position in a business similar to Employer and shall additionally render such other services and duties as may be reasonably assigned to Employee from time to time by the Chief Executive Officer or the Board of Directors of the Company. The principal office of Employer, where Employee will be located, is currently in Jersey City, New Jersey.

2. Term of Employment. The Term of this Agreement shall commence on September 9, 2026 and continue until terminated as provided in Section 5 or Section 6 (such period, the *"Term").* Employee understands, acknowledges and agrees that, except as herein provided, this Agreement does not create an obligation for the Employer or any other person to continue Employee's employment and either the Employer or the Employee may terminate Employee's employment at any time, with or without Just Cause (as defined herein) subject to any notice provisions set forth in this Agreement.

3. Compensation.

(a)For all services rendered by Employee to Employer under this Agreement, Employer shall pay to Employee, during the Term, a base annual salary of not less than
$500,000 payable in arrears in accordance with the customary payroll practices of Employer. During the Term, Employee's annual base salary shall be reviewed and subject to increase based upon the individual performance of Employee and the overall performance of the Company, in accordance with Employer's standard policies and procedures.

(b)Employee shall be eligible to earn a discretionary annual performance bonus during the term of up to forty percent (40%) of Employee's annual base salary, less payroll deductions and withholdings (the "*Annual Bonus*"). Employee shall be eligible for a prorated Annual Bonus for 2026, the year of hire. The amount of the bonus paid shall be based upon the Board of Directors' assessment of the Employee's performance and the Company's achievement of performance objectives as determined by the Board of Directors (or a compensation committee thereof), including the attainment of targeted goals by the Employee and/or the Company in such calendar year, which will be set by the Board in its discretion. The Annual Bonus is not guaranteed. Following the close of each calendar year (and the completion of the audit of the Company's annual financial statements and filing of the Company's 10-K for such calendar year if the Board so elects), the Board will determine in its discretion the amount of the Annual Bonus the Employee is entitled to receive, if any, based on the Board's assessment of the Employee's performance and the Company's performance in such calendar year. The Annual Bonus shall be deemed earned and due on the date that it is determined by the Board. Any Annual Bonus the Employee is entitled to receive shall be paid to the Employee in accordance with the Company's standard practice no later than thirty (30) days following the completion of the audit of the Company's financial statements and filing of the Company's 10-K for the applicable calendar year.

(c)Equity Awards: As an inducement material to Employee's entering into employment with the Company, the Company will grant to the Employee the following:

(i) 100,000 of the Equity Award will be in the form of options to purchase the Company's common stock under Employer's 2015 Inducement Award Plan. The award will be granted as of the date the Term commences, with the exercise price per share equal to the per share closing sales price of the Company's common stock on the date of grant as reported on the principal stock exchange or market on which the common stock is listed. The vesting schedule will be 25,000 shares (25%) on the first anniversary of the start date, with the balance vesting on an equal monthly basis (1/48th each month) over the following 36 months.

(ii) Further equity awards may be granted by the Board (or a committee thereof), in its discretion, based on the Employee's and the Company's performance.

(d)Employee shall be eligible to participate in any stock, stock option, retirement, or other compensation plans which are offered by the Company to its executives.

(e)All amounts payable hereunder shall be subject to such deductions and withholdings as shall be required by law, if any.

(f) Employee shall be entitled to holidays, sick leave and other time off and to participate in those life, health or other insurance plans and other employee welfare benefit

programs, plans, practices and benefits generally made available from time to time to all employees of Employer; provided that nothing herein shall obligate Employer to continue any of such benefits for Employee if discontinued for other employees. Without limiting the foregoing, Employee shall be entitled to paid vacation during each fiscal year of the Term of 20 days, prorated for any partial fiscal year.

(g)Employee shall be paid a one-time bonus of $20,000 in one installment, payable within forty-five days after the commencement of the term of employment (“Sign-On Bonus”). Employee agrees that if Employee’s employment is terminated by Employer under Section 6(b) for Just Cause or by Employee under Section 6(c) without Good Reason prior to the two-year anniversary of the first day of employment, then Employee shall repay to the Company the Sign-On Bonus. Employer is authorized to deduct any portion of the amount to be repaid under this paragraph from any payments that would otherwise be due to Employee under the terms of this Agreement.

4. Reimbursement of Expenses.

Employer shall pay or reimburse Employee for all reasonable travel and other reasonable business expenses incurred by Employee in performing Employee's obligations under this Agreement and also for any dues and costs of appropriate professional organizations and continuing professional education, subject to such reasonable documentation and substantiation as Employer shall require. Such reimbursements shall be paid promptly, but in no event later than thirty (30) days after submission of the appropriate request for reimbursement by Employee.

5. Disability. To the extent permitted by law, the following provisions shall apply. Upon the "disability" of Employee, this Agreement may be terminated by action of the Board upon 30 days prior written notice (the "Disability Notice"), such termination to become effective only if such disability continues after the thirty (30) day period. If, prior to the effective time of the Disability Notice, Employee shall recover from such disability and return to the full-time active discharge of their duties, then the Disability Notice shall be of no further force and effect and Employee's employment shall continue as if the same had been uninterrupted. If Employee shall not so recover from their disability and return to their duties, then their services shall terminate at the effective time of the Disability Notice. Such termination shall not prejudice any benefits payable to Employee that are fully vested as of the date of such termination and Employee shall be entitled to receive a lump sum payment equal to any base salary, bonus and other compensation earned and due but not yet paid through the effective date of termination, which payment will be paid to Employee as soon as administratively practicable, but in no event more than thirty (30) days following the effective time of the Disability Notice. Prior to the effective time of the Disability Notice, Employee shall continue to earn all compensation to which Employee would have been entitled as if he had not been disabled, such compensation to be paid at the time, in the amounts, and in the manner provided in Section 3(a). A "disability" of Employee shall be deemed to exist at all times that Employee is considered by the insurance company which has issued any policy of long-term disability insurance owned by Employer or for which premiums are paid by Employer

(the "Employer Policy") to be totally disabled under the terms of such policy. If Employer no longer maintains or pays premiums for any long-term disability policy covering Plaintiff, then a “disability” of Employee shall be said to exist at all times that Employee is receiving disability payments from the Social Security Administration.

5.

6. Termination.

(a)If Employee shall die during the Term, this Agreement and the employment relationship hereunder will automatically terminate on the date of death, which date shall be the last day of the Term; provided that such termination shall not prejudice any benefits payable to Employee or Employee's beneficiaries that are fully vested as of the date of death. An estate of Employee shall have the right to exercise any options in accordance with the underlying terms and provisions of the grants.

(b)Employer may terminate Employee's employment under this Agreement at any time with or without Just Cause subject to appropriate notice as herein provided. Any termination without Just Cause shall be effective only upon thirty (30) days prior written notice to Employee. Any termination with Just Cause shall be effective upon appropriate notice or at such other time set by the Company. *"Just Cause"* shall mean: (i) Employee's willful and material breach of this Agreement and Employee's continued failure to cure such breach to the reasonable satisfaction of the Company within thirty (30) days following written notice of such breach to Employee from the Company; (ii) Employee's conviction of, or entry of a plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude; (iii) Employee's willful commission of an act of fraud, breach of trust, or dishonesty including, without limitation, embezzlement, that results in material damage or harm to the business, financial condition or assets of Employer; (iv) Employee's intentional damage or destruction of substantial property of Employer; or (v) Employee's material breach of the terms of the Confidentiality Agreement (as defined below). Just Cause shall be determined by the Company in its reasonable discretion and the particulars of any determination shall be provided to Employee in writing. At any time within ninety (90) days of receipt by Employee in writing of such determination, Employee may object to such determination in writing and submit the determination to arbitration in accordance with Section 14(i). If such determination is overturned in arbitration, Employee will be treated as having been terminated without Just Cause and shall be entitled to the benefits of Section 7(c). Any determination by the Company that the Employee’s employment with the Company was terminated with or without Just Cause under this Agreement will have no effect upon any determination of the rights or obligations of the Company or Employee for any other purpose.

(c)Employee may voluntarily terminate their employment with Employer either (i) without Good Reason (as defined in Section 7(e) (ii) on thirty (30) days prior written notice to

Employer or (ii) with Good Reason (subject to the notice provisions set forth in the definition thereof).

7. Payments Upon Termination; Effects on Equity.

(a)Upon any termination pursuant to Section 6, Employee shall be entitled to receive a lump sum payment equal to any base salary, bonus and other compensation earned and due but not yet paid through the effective date of termination (collectively *"Accrued Compensation"),* which payment will be paid to Employee as soon as administratively practicable, but in no event more than thirty (30) days following the effective date of Employee's termination.

(b)Just Cause Termination - If Employer, or any successor following a Change in Control or otherwise, terminates Employee's employment for Just Cause, Employee shall forfeit all of Employee's stock options at the date of termination (vested and unvested), and Employee shall not have the right to exercise any of such options. If Employee terminates their employment or if Employer (or its successor following a Change in Control) terminates Employee's employment without Just Cause, Employee shall have ninety (90) days from the date of termination to exercise any vested options.

(c) Termination by Employer other than for Just Cause; for Good Reason by Employee - In addition to the amounts payable under Section 7(a) above, at any time other than the twelve (12) month period after the consummation of a Change in Control, if Employee's employment hereunder is terminated by (i) Employer other than for Just Cause, or (ii) Employee for Good Reason, and provided in either event that Employee executes a general Release and Settlement Agreement in the Company's then current form which shall be reasonable in all particulars (the *"Release")* within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms (such date, the "*Release Effective Date*"), then Employee shall be entitled to the following:

(i) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for a period of nine (9) months commencing with the first payroll period following the termination (the *"Severance Period")* provided that on the first regular payroll pay day following the Release Effective Date, the Employer will pay Employee the severance payments that Employee would otherwise have received under this Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of such severance payments being paid as originally scheduled;

(ii) the vesting of the Employee's unvested time-based stock options and any time-based restricted stock awards shall be accelerated such that, effective as of the date of the Employee's termination of employment, the Employee shall receive immediate accelerated vesting of such equity awards with respect to that same number of shares which would have vested if the Employee had continued in employment during the Severance Period, in accordance with the original vesting schedule of such equity awards;

(iii) if the Employee elects continued health care coverage under COBRA and timely pays their portion of the applicable premiums, the Employer will continue to pay for the same percentage of Employee's, and Employee's qualified beneficiaries', COBRA premiums for continued medical, dental and vision group health coverage as the percentage of medical, dental and vision insurance premiums it paid for the Employee, and Employee's beneficiaries, during the Employee's employment (the *"COBRA Premium Payments")*. Such COBRA Premium Payments shall commence on the first day of the Severance Period and continue until the earlier of (i) the last day of the Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election (such period from the termination date through the earliest of (i) through (iii), the "*COBRA Payment Period*"). The Employee is required to notify the Employer immediately if the Employee and/or qualified beneficiary becomes covered by a group health plan of a subsequent employer or entitled to Medicare, at which time, the Company's obligation to pay COBRA premiums on the Employee's behalf shall cease. Upon the conclusion of the COBRA Payment Period, the Employee will be responsible for the entire payment of premiums required under COBRA for the duration of the COBRA coverage period. For purposes of this Section 7(c)(iii), references to COBRA shall be deemed to refer also to analogous provisions of state law and any applicable COBRA Premium Payments that are paid by the Employer shall not include any amounts payable by the Employee under an Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the sole responsibility of the Employee. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that its payment of COBRA premiums on the Employee's behalf would result in a violation of applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums on the Employee's behalf, the Company will pay the Employee on the last day of each remaining month of the COBRA Payment Period a cash payment equal to the COBRA premium for that month on a post-tax basis, which payment shall be subject to applicable tax withholding (such amount, the "*Special Severance Payment*"), such Special Severance Payment to be made without regard to the Employee's payment of COBRA premiums and without regard to the expiration of the COBRA Payment Period prior to the end of the Severance Period following the Employee's termination. Such Special Severance Payment shall end on the earlier of (i) the date on which the Employee commences other employment and (ii) the close or termination of the Severance Period following the Employee's termination.

(iv) If the Employee terminated service before an Annual Bonus has been determined for a performance year, then the Employee will have no legally binding right to any bonus payment. However, at the time of determination of Annual Bonuses first following the date of termination, Employee will be considered for a bonus in the manner described in Section 3(b) (but taking into account any period of service during the applicable performance period(s)); provided that if Employee is granted a bonus, the amount shall be prorated based upon the portion of any period for which the bonus is calculated during which Employee was employed. Employer shall pay the amount of the bonus so determined, if any, to Employee within thirty (30) days of the date of determination of such bonus.

(d)Termination following Change in Control - If, within twelve (12) months after the consummation of a Change in Control (as such term is defined in Section 7(e)(i)), Employer terminates Employee's employment without Just Cause or Employee terminates their employment with Employer Agreement as a result of a Good Reason (as such term is defined in Section 7(e)(ii)); and, in either event, if Employee executes a Release which shall be reasonable in all particulars within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following in lieu of any severance compensation or benefits set forth in Section 7(c):

(i) all Accrued Compensation (as defined in Section 7(a) herein);

(ii) severance, payable in accordance with the Employer's standard payroll practices, of an amount equal to 18 months of Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation), commencing with the first payroll period following the effectiveness of the Release (the "*Change in Control Severance Period*");

(iii) all time-based stock option grants and all time-based restricted stock grants then held by Employee shall be subject to accelerated vesting such that all unvested shares subject to such stock awards shall be accelerated and deemed fully vested as of Employee's last day of employment; and

(iv) if the Employee elects continued health care coverage under COBRA and timely pays their portion of the applicable premiums, the COBRA Premium Payment benefits provided for in Section 7(c)(iii) shall commence on the first day of the Change in Control Severance Period and continue until the earlier of (i) the last day of the Change in Control Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election (such period from the termination date through the earliest of (i) through (iii), the "*Change in Control COBRA Payment Period*"). Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that its payment of COBRA premiums on the Employee's behalf would result in a violation of applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums on the Employee's behalf, the Company will pay the Employee on the last day of each remaining month of the Change in Control COBRA Payment Period a cash payment equal to the COBRA premium for that month on a post-tax basis, which payment shall be subject to applicable tax withholding (such amount, the "*Change in Control Special Severance Payment*"), such Change in Control Special Severance Payment to be made without regard to the Employee's payment of COBRA premiums and without regard to the expiration of the Change in Control COBRA Payment Period prior to the end of the Change in Control Severance Period following the Employee's termination. Such Change in Control Special Severance Payment shall end on the earlier of (i) the date on which

the Employee commences other employment and (ii) the close or termination of the Change in Control Severance Period following the Employee's termination. Employee's disability insurance coverage will end upon their last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(v) If the Employee terminated service before an Annual Bonus has been determined for a performance year, then the Employee will have no legally binding right to any bonus payment. However, at the time of determination of Annual Bonuses first following the date of termination, Employee will be considered for a bonus in the manner described in Section 3(b) (but taking into account any period of service during the applicable performance period(s)); provided that if Employee is granted a bonus, the amount shall be prorated based upon the portion of any period for which the bonus is calculated during which Employee was employed. Employer shall pay the amount of the bonus so determined, if any, to Employee within thirty (30) days of the date of determination of such bonus.

(e) For purposes hereof:

(i) A *"Change in Control"* shall be deemed to have occurred if, at any time:

(A)Employer shall be a party to any merger, consolidation or other similar transaction that results in the shareholders of Employer immediately before the merger, consolidation or other similar transaction owning less than 50% of the equity, or possessing less than 50% of the voting control, of Employer or the successor entity in the merger, consolidation or other similar transaction;

(B)Employer shall liquidate, dissolve or sell or otherwise dispose of all or substantially all of its assets; or

the shareholders of Employer sell or otherwise dispose of Employer's capital stock in a single transaction or series of related transactions such that the shareholders immediately before such transaction or related transactions own less than 50% of the equity, and possess less than 50% of the voting power of Employer.

Provided, however, that any public offering of securities of the Employer's common stock shall not constitute a Change in Control.

(ii) *"Good Reason"* shall mean the occurrence of any of the following events without Employee's express written consent:

(A)Assignment to, or withdrawal from, Employee of any duties or responsibilities that results in a material diminution in such Employee's authority, duties or responsibilities as in effect immediately prior to such change;

(B)A material diminution in the authority, duties or responsibilities of the supervisor to whom Employee is required to report;

(C)A material reduction by Employer of Employee's annual base salary unless such reduction is done in connection with an across the board reduction in executive salaries, and Good Reason shall include a reduction of more than 15% even if it is in connection an across the board reduction in executive salaries;

(D)A relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing their duties, except for an opportunity to relocate which is accepted by Employee in writing; or

(E)A material breach by Employer of any provision of this Agreement or any other enforceable written agreement between Employee and Employer;

Provided, however, that, any termination of employment by the Employee shall only be deemed for Good Reason pursuant to the foregoing definition if: (i) the Employee gives the Employer written notice of the intent to terminate for Good Reason within ninety (90) days following the first occurrence of the condition(s) that the Employee believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Employer fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the *"Cure Period");* and (iii) the Employee terminates their employment within thirty (30) days following the end of the Cure Period.

(f)In the event of a termination of Employee's employment pursuant to Section 5 or Section 6, Employee's disability insurance coverage will end upon their last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(g)Except as otherwise provided in this Section 7, upon termination of this Agreement for any reason, Employee shall not be entitled to any form of severance benefits, or any other payment whatsoever. Employee agrees that the payments and benefits provided hereunder, subject to the terms and conditions hereof shall be in full satisfaction of any rights which he might otherwise have or claim by operation of law, by implied contract or otherwise, except for rights which he may have under any employee benefit plan of Employer.

8. Application of Section 409A. Notwithstanding anything set forth in this Agreement to the contrary, any payments and benefits provided pursuant to this Agreement which constitute "deferred compensation" within the meaning of the Treasury Regulations issued pursuant to Section 409A shall not commence until the Employee has incurred a "separation from service" (as such term is defined in the Treasury Regulation Section 1.409A-1(h) ("*Separation From Service*"), unless the Company reasonably determines that such amounts may be provided to the Employee without causing the Employee to incur the additional 20% tax under Section 409A.

For the avoidance of doubt, it is intended that the payments and benefits set forth in this Agreement

satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulation Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9) and this Agreement will be construed to the greatest extent possible as consistent with those provisions. To the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A and incorporates by reference all required definitions and payment terms. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A 2(b)(2)(iii)), the Employee's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if the Company (or, if applicable, the successor entity thereto) determines that any payments upon the Employee's Separation From Service set forth herein and/or under any other agreement with the Company constitute "deferred compensation" under Section 409A and the Employee is, on the Employee's Separation From Service, a "specified employee" of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely, to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the payments upon the Employee's Separation From Service shall be delayed until the earlier to occur of: (a) the date that is six months and one day after the Employee's Separation From Service or (b) the date of the Employee's death (such applicable date, the "*Specified Employee Initial Payment Date*"). On the Specified Employee Initial Payment Date, the Company (or the successor entity thereto, as applicable) shall (A) pay the Employee a lump sum amount equal to the sum of the payments upon the Employee's Separation From Service that the Employee would otherwise have received through the Specified Employee Initial Payment Date if the commencement of the payment of the severance benefits had not been so delayed pursuant to this section and (B) commence paying the balance of the severance benefits in accordance with the applicable payment schedules set forth in this Agreement.

If any severance benefits under this Agreement (including the salary and benefit continuation provided herein) are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which the Employee's Separation From Service occurs, then the latest permitted date on which such Release could become effective and irrevocable in accordance with its terms will be considered the Release Effective Date and the severance benefits shall commence on such date. None of the severance benefits (including the salary and benefit continuation provided herein) will commence or otherwise be delivered prior to the Release Effective Date. Except to the minimum extent that payments must be delayed because the Employee is a "specified employee" (as described above) or until the effectiveness of the Release, all amounts will be paid as soon as practicable in accordance with the Company's normal payroll practices and no interest will be due on any amounts so deferred.

9. Parachute Payments. (a) Anything in this Agreement to the contrary notwithstanding, if

any payment or benefit the Employee would receive from the Employer pursuant to this Agreement or otherwise (a *"Payment")* would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the *"Excise Tax"),* then such Payment shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion of the Payment, up to and including the total Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Employee's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the *"Reduction Method")* that results in the greatest economic benefit for Employee. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the *"Pro Rata Reduction Method").*

(b)Notwithstanding any provision of paragraph (a) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes

pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(c)The Employer shall appoint a nationally recognized independent accounting firm to make the determinations required hereunder, which accounting firm shall not then be serving as accountant or auditor for the individual, entity or group that effected the Change in Control. The Employer shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(d)The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Employer and the Employee within fifteen (15) calendar days after the date on which the Employee's right to a Payment is triggered (if requested at that time by the Employer or the Employee) or such other time as agreed upon by the Employer and the Employee. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Employer and the Employee with an opinion reasonably acceptable to the Employee that no Excise Tax will be imposed with respect to such Payment. The Employer shall be entitled to rely upon the accounting firm's determinations, which shall be final and binding on all persons.

(e)If, notwithstanding any reduction described in this Section 9, the IRS determines that Employee is liable for the Excise Tax as a result of the receipt of the payment of benefits as described above, then Employee shall be obligated to pay back to the Employer, within thirty (30) days after a final IRS determination or in the event that such Employee challenges the final IRS determination, a final judicial determination, a portion of the payment equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Employer so that Employee's net after- tax proceeds with respect to any payment of benefits (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on such payment) shall be maximized. The Repayment Amount with respect to the payment of benefits shall be zero if a Repayment Amount of more than zero would not result in Employee's net after-tax proceeds with respect to the payment of such benefits being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, Employee shall pay the Excise Tax.

(f)Notwithstanding any other provision of this Section 9, if (i) there is a reduction in the payment of benefits as described in this section, (ii) the IRS later determines that Employee is

liable for the Excise Tax, the payment of which would result in the maximization of Employee's net after-tax proceeds (calculated as if Employee's benefits had not previously been reduced), and
(iii) Employee pays the Excise Tax, then the Employer shall pay to Employee those benefits which were reduced pursuant to this section contemporaneously or as soon as administratively possible after Employee pays the Excise Tax so that Employee's net after-tax proceeds with respect to the payment of benefits is maximized.

10. Best Efforts of Employee.

Employee agrees that Employee will at all times faithfully, industriously and to the best of Employee's ability, experience and talents perform all the duties that may be required of Employee pursuant to the terms hereof, to the reasonable satisfaction of Employer, commensurate with Employee's position. Such duties shall be rendered at such place as specified herein and Employee acknowledges that Employee may be required to travel as shall reasonably be required to promote the business of Employer. To the extent reasonably required by the duties assigned to Employee, Employee shall devote substantially all Employee's time, attention, knowledge and skills to the business and interest of Employer and Employer shall be entitled to all the benefits, profits and other issue arising from or incident to all work, service and advice of Employee; *provided, however,* that Employee shall be permitted to devote a reasonable amount of time to charitable, religious or service organizations. During the Term, unless approved by the Chief Executive Officer of the Employer, Employee shall not be interested, directly or indirectly, in any manner as partner, manager, officer, director, shareholder, member, adviser, consultant, employee or in any other capacity in any other business; provided, that nothing herein contained shall be deemed to prevent or limit the right of Employee to beneficially own less than 5% of the stock of a corporation traded on a national securities exchange as long as such passive investment does not interfere with or conflict with the performance of services to be rendered hereunder.

11. Confidentiality and Covenant Not to Compete. The terms of the Confidentiality, Invention, and Non-Competition Agreement by and between the Employee and Employer dated September 4, 2026 (the *"Confidentiality Agreement"),* are hereby incorporated by reference and are a material part of this Agreement.

12. Indemnification. Before and after the end of the Term, Employer shall indemnify and hold harmless Employee from any cause of action resulting from the performance of Employee's duties under this Agreement to the fullest extent permitted by law. This indemnification shall include all reasonable legal costs incurred by Employee to the extent permitted by law. Employer shall maintain directors and officers liability insurance covering Employee in amounts commensurate with the coverage obtained by similarly situated and sized companies in the same industry.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon

any corporate or other successor of Employer which may acquire, directly or indirectly, by merger, or consolidation, or which may assume control of Employer, and shall otherwise inure to the benefit of and be binding upon the parties hereto and their respective beneficiaries, executors, administrators, successors and assigns. Upon the death of Employee, any payments or benefits otherwise due to Employee hereunder shall be paid to or be for the benefit of Employee's legal representatives. Nothing in the Agreement shall preclude Employer from consolidating or merging into or with or transferring all or substantially all of its assets or control to another entity. In that event, such other entity shall assume this Agreement and all obligations of Employer hereunder. Upon such a consolidation, merger, or transfer of assets and assumption, the terms "Employer" and "Company" as used herein, shall mean such other entity and this Agreement shall continue in full force and effect.

14. Miscellaneous.

(a)This Agreement shall be governed by and construed in accordance with the laws of the state in which the headquarters of Employer is located without regard to conflicts of law principles thereof.

(b)This Agreement constitutes the entire Agreement between Employee and Employer with respect to the subject matter hereof, and supersedes in their entirety any and all prior oral or written agreements, understandings or arrangements between Employee and Employer or any of its affiliates relating to the terms of Employee's employment by Employer, and all such agreements, understandings and arrangements are hereby terminated and are of no force and effect. Employee hereby expressly disclaims any rights under any such agreements, understandings and arrangements. This Agreement may not be amended or terminated except by an agreement in writing signed by both parties.

(c)This Agreement may be executed in two or more counterparts, each of which shall be deemed and original and all of which, taken together, shall constitute one and the same instrument.

(d)Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered in person or by nationally recognized overnight courier service or deposited in the mails, postage prepaid, return receipt requested, addressed as follows:

To Employer: SCYNEXIS, Inc.

1 Evertrust Plaza, 13th Floor Jersey City, NJ 07302
Attn: Chief Executive Officer

To Employee:

Sanjay S. Subramanian

At the then current address contained in Employee's personnel file

Notices given in person or by overnight courier service shall be deemed given when delivered in person or the day after delivery to the courier addressed to the address required by this Section 13(d), and notices given by mail shall be deemed given three days after deposit in the mails. Any party hereto may designate by written notice to the other party in accordance herewith any other address to which notices addressed to the other party shall be sent.

(e)The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. It is understood and agreed that no failure or delay by Employer or Employee in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(f)This Agreement may not be assigned by Employee without the written consent of Employer. Any attempted assignment in contravention of this provision shall be null and void. This Agreement shall be binding on any successors or assigns of either party hereto.

(g)For purposes of this Agreement, employment of Employee by any affiliate of Employer shall be deemed to be employment by Employer hereunder, and a transfer of employment of Employee from one such affiliate to another shall not be deemed to be a termination of employment of Employee by Employer or a cessation of the Term, it being the intention of the parties hereto that employment of Employee by any affiliate of Employer shall be treated as employment by Employer and that the provisions of this Agreement shall continue to be fully applicable following any such transfer; provided that such arrangement shall not release the Employer from any obligation, duty or liability to Employee hereunder. Notwithstanding the above, the parties hereby confirm that a relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing their duties, except for an opportunity to relocate which is accepted by Employee in writing, shall constitute a Good Reason as set forth in Section 7(e)(ii) herein.

(h)The respective rights and obligations of the parties hereunder shall survive any termination of the Term or Employee's employment with Employer to the extent necessary to preserve such rights and obligations for their stated durations.

(i)The undersigned agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement,

(except for disputes arising under the terms of the Confidentiality, Inventions and Non- Competition Agreement referenced in Section 11 hereof, which Agreement separately provides for an arbitration process), shall be settled by arbitration in the State in which the company headquarter is located to be held in accordance with the Employment Dispute Resolution Rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Company and the undersigned shall each pay their own respective attorneys' fees and one-half of the costs and expenses of such arbitration.

This arbitration clause constitutes a waiver of the undersigned's right to a jury trial and relates to the resolution of all disputes relating to all aspects of the employer/employee relationship (except for disputes arising under the terms of the Confidentiality, Inventions and Non-Competition Agreement referenced in Section 11 hereof, which Agreement separately provides for an arbitration process), including, but not limited to, the following claims: (a) any and all claims for wrongful discharge of employment; breach of contract, both express and implied; breach of the covenant of good faith and fair dealing, both express and implied; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; and defamation; (b) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, and Labor Code Section 201, *et seq.*; and (c) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination.

(j)Employee represents and warrants to Employer that Employee is not subject to any employment, noncompetition or other similar agreement with a former employer or otherwise that would prevent or interfere with the Employee's employment on the terms set forth herein.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SCYNEXIS, INC.

By: /s/ David Angulo

Name: David Angulo, M.D.
Title: Chief Executive Officer

EMPLOYEE:

/s/ Sanjay S. Subramanian

Sanjay S. Subramanian

Exhibit 10.2

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AWARD/CONTRACT	1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.	RATING	PAGE OF PAGES 1 148
2. CONTRACT (Procurement, Instruction, Identification) NUMBER 75A50126C00007	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER [***]	

5. ISSUED BY	CODE ASPR-BARDA	6. ADMINISTERED BY (If other than Item 5)	CODE ASPR-BARDA
ASPR-BARDA 200 Independence Ave., S.W. Room 640-G Washington DC 20201		ASPR-BARDA US DEPT OF HEALTH & HUMAN SERVICES BIOMEDICAL ADVANCED RESEACH & DEVELOPMENT AUT 200 INDEPENDENCE AVE, S.W. Washington DC 20201	

7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code)	8. DELIVERY ☐ FREE ON BOARD (FOB) ORIGIN ☒ OTHER (See below)
SCYNEXIS INC Attn: [***] 1 EVERTRUST PLAZA 13TH FLOOR JERSEY CITY NJ 073024296	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM
CODE [***] FACILITY CODE	

11. SHIP TO/MARK FOR	CODE ASPR-BARDA	12. PAYMENT WILL BE MADE BY	CODE ASPR-BARDA
ASPR-BARDA US DEPT OF HEALTH & HUMAN SERVICES BIOMEDICAL ADVANCED RESEACH & DEVEL 200 INDEPENDENCE AVE, S.W; ROOM 640 Washington DC 20201		ASPR-BARDA US DEPT OF HEALTH & HUMAN SERVICES BIOMEDICAL ADVANCED RESEACH & DEVEL 200 INDEPENDENCE AVE, S.W; ROOM 640 Washington DC 20201	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER ☐ THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204 (a) ( ) ☐ 41 U.S.C. 3304 (a) ( )	14. ACCOUNTING AND APPROPRIATION DATA [***]

15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
	15G. TOTAL AMOUNT OF CONTRACT ▶				$18,454,788.00

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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* 1 *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 items 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
	AUDREY A. GLOVER

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
SCYNEXIS INC BY /s/ David Angulo (Signature of person authorized to sign)		BY /s/ Audrey A. Glover-S (Signature of the Contracting Officer)	

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STANDARD FORM 26 (Rev. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 56-2181648 UEI: [***] OTA: N Appr. Yr.: 2026 CAN: [***] Object Class: [***] Period of Performance: 09/15/2026 to 07/31/2032				
1	BASE: Phase 2 Clinical Study				18,454,788.0
2	Option 1: [***] Amount: [***] (Option Line Amount)				0.0
3	Option 2: [***] Amount: [***] (Option Line Amount)				0.0
4	Option 3: [***] Amount: [***] (Option Line Amount)				0.0
5	Option 4: [***] Amount: [***] (Option Line Amount)				0.0
6	Option 5: [***] Amount: [***] (Option Line Amount)				0.0
7	Option 6: [***] Amount: [***] (Option Line Amount)				0.0

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PART I – THE SCHEDULE

Section B – Supplies or Services and Price / Cost

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The Pandemic and All Hazards Preparedness Act (PAHPA) of 2006 established the Center for the Biomedical Advanced Research and Development Authority (BARDA) and was reauthorized under the PAHPA of 2013 and again in 2019 under the Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA), Public Law No. 116-22, to support development and acquisition of medical countermeasure (MCMs) to prevent or treat the medical consequences of chemical, biological, radiological, and nuclear (CBRN) threats, pandemic influenza (PI), and emerging infectious diseases (EID). These MCMs include vaccines, therapeutics, diagnostics, and medical devices. Additionally, BARDA is entrusted to foster innovation of technologies that enable better manufacturing, testing, and utilization of these medical countermeasures.

This purpose of this Cost-Share contract with Scynexis is to advance the development of Scynexis' second generation furgerp SCY-247 for the treatment and prevention of invasive fungal diseases.

The scope of work for this contract includes discovery, pre-clinical, non-clinical, clinical and manufacturing activities and all associated regulatory, quality assurance, management, and administrative services. The Research and Development (R&D) effort for SCY-247 will progress in specific stages covering the base period of performance (Contract Line-Item Number (CLIN) 1) as specified in this contract. Scynexis will complete specific tasks required in each of the discrete work segments.

The Government has determined a Bona Fide Need for each non-severable discrete work segment which will conclude upon the completion of a defined tasks that provide(s) independent merit and value to the Government. The Contractor's success in completing the required tasks under the work segments must be demonstrated through the Deliverables and Milestones specified under Article F of this contract. As set forth in Attachment 1, Statement of Work, the Go/No-Go, Deliverable, and/or Milestones will constitute the basis for the Government's decision, at its sole discretion, to exercise any follow-on option period(s).

CLIN 0001 is fully funded and shall only be used for the scope of work covered in CLIN 0001. The period of performance is listed under Article B.2.1.

ARTICLE B.2. PRICES/ COSTS/ PERIOD OF PERFORMANCE

B.2.1. BASE PERIOD

The estimated costs and periods of performance associated with this Cost Share contract with Scynexis are reflected below.

1. The Government's total cost share for the base period contract is $18,454,788.

2. Scynexis' cost share is **[***]**.

3. The total estimated cost of the base period, Government's cost share plus the contractor's cost share is **[***]**.

4. The Contractor shall maintain records of all contract costs and such records shall be subject to FAR 52.215-2 (RFO Dev Jul. 2026), Audit and Records-Negotiation. incorporated by reference into this contract in SECTION I.

5. The Government shall use the current periods of performance as listed in CLIN line-item(s) unless the contractor and the government mutually agree to a bilateral modification changing the periods of performance that are listed in the CLINs in accordance with FAR 52.217-8. The Contracting Officer shall extend services in increments that are beneficial to the Government not to exceed six months.

6. The amount currently obligated will cover the Base Period (CLIN 0001) of the contract from 09/29/2026 – **[***]** (see table below) unless FAR Clause 52.217-8 is exercised. The period of performance and costs may be adjusted by mutual agreement in a bilateral modification between the Contractor and the

Government.

Contract Line-Item No. (CLIN)	Project Description	Period of Performance	Government Cost Share	Contractor Cost Share	Total Contract Value
0001	Phase 2 Clinical Study Preparation	09/29/2026 – **[***]**	$18,454,788 (**[***]**)	**[***]** (**[***]**)	**[***]**

B.2.2. OPTIONS

1. The contract includes optional cost sharing CLINs 0002 through 0007. The Government may use a bilateral modification to exercise the Options in accordance with FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000), as set forth in Section I of the contract.
2. Unless the government exercises its option pursuant to the option clause contained in SECTION I, following successful completion of the "go criteria" set forth in Attachment 1, Statement of Work, the contract consists only of the Base Work segment specified in the SOW as defined in SECTIONS C and F, for the price set forth in SECTION B.2 of the contract.
3. If the Government decides to exercise an option(s), the Government will provide the contractor with a preliminary written notice of its intent to exercise the option as referenced in Section I. Tentative time frames for the periods of performance are set forth below.

Table 2. Option Period CLINs

CLIN	Est. Period of Performance	Services	Government Cost Share	Contractor Cost Share	Total Estimated Cost
0002	[***]	Option 1: **[***]**	**[***]** (**[***]**)	**[***]** (**[***]**)	[***]
0003	[***]	Option 2: **[***]**	**[***]** (**[***]**)	**[***]** (**[***]**)	[***]
0004	[***]	Option 3: **[***]**	**[***]**(**[***]**)	**[***]** (**[***]**)	[***]
0005	[***]	Option 4: **[***]**	**[***]** (**[***]**)	**[***]** (**[***]**)	[***]
0006	[***]	Option 5: **[***]**	**[***]** (**[***]**)	**[***]** (**[***]**)	[***]
0007	[***]	Option 6: **[***]**	**[***]** (**[***]**)	**[***]** (**[***]**)	[***]
TOTALS FOR ALL OPTIONS			**[***]**	**[***]**	**[***]**
TOTALS FOR BASE PLUS OPTIONS			$213,943,726	**[***]**	**[***]**

ARTICLE B.3. ESTIMATED COST – COST SHARING

1. This is a cost-sharing contract. The total estimated cost-sharing for performing the work in the base and in optional CLINs is established in the above schedule, B.2. For further provisions regarding the specific cost-sharing arrangement, see ARTICLE B.5. ADVANCE UNDERSTANDINGS of the contract.

2. Funds shall be provided for the total cost of performance from BARDA and Scynexis, Inc. BARDA shall provide an amount not to exceed $213,943,726 if all options are exercised. The Contractor's share of the contract is estimated at **[***]**.

3. The Contractor shall maintain records of all contract costs (including costs claimed by the Contractor as being its share) and such records shall be subject to the **Audit and Records-Negotiation and Final Decisions on Audit Findings** clauses of the General Clauses.

4. Costs share contributions from the Contractor shall not be charged to the Government under any other contract, grant, or cooperative agreement (including allocation to other grants, contracts, or cooperative agreements as part of an independent research and development program). The Contractor shall report the organization's share of the costs expended by category, on the Financial Report of Individual Project/Contract as referenced in ARTICLE G.5. CONTRACT FINANCIAL REPORT .

5. The contractor is required to notify the Contracting Officer (CO) and the Contracting Officer's Representative (COR) in writing when the cumulative expenditure against any individual CLIN reaches or exceeds **[***]**percent (**[***]**) of the Government funds obligated to that CLIN. The notification shall identify the applicable CLIN, the amount of Government funds obligated, and cumulative expenditures to date. This notification does not authorize the Contractor to exceed the Government funds obligated to the applicable CLIN or otherwise obligate the Government to provide additional funding.

ARTICLE B.4. LIMITATIONS APPLICABLE TO DIRECT COSTS

B.4.1. ITEMS UNALLOWABLE UNLESS OTHERWISE PROVIDED

Notwithstanding the clauses and unless authorized in writing by the Contracting Officer or set forth in the Statement of Work, the cost of the following items or activities shall be unallowable as direct costs:

1. Acquisition, by purchase or lease, of any interest in real property;
2. Special rearrangement or alteration of facilities;
3. Accountable Government Property (see the ARTICLE G.10 GOVERNMENT PROPERTY);
4. **Note:** this includes the lease or purchase of any item of general-purpose office furniture or office equipment regardless of dollar value.
5. Purchase or lease of scientific instruments or equipment over **[***]** except for instruments and equipment specifically included in the Statement of Work;
6. Travel to attend general scientific meetings/conferences;
7. Promotional Items
8. Printing Costs (as defined in the Government Printing and Binding Regulations);
9. Overtime (premium) compensation;
10. Entering certain types of subcontracting arrangements (ARTICLE B.5(3) for specific obligations). Note that most consulting agreements require CO's written consent;
11. Foreign Travel (see Subparagraph B.4.2(3));
12. Patient care costs (see Section J-List of Attachments);
13. Light Refreshment and Meal Expenditures - Requests to use contract funds to provide light refreshments and/or meals to either federal or nonfederal employees must be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, at least six weeks in advance of the event and are subject to "HHS Policy on Promoting Efficient Spending: Use of Appropriate Funding for Conferences and Meetings, Food and Promotional Items and Printing and Publications." The request shall contain the following information: (a) name, date, and location of the event at which the light refreshments and/or meals will be provided; (b) a brief description of the purpose of the event; (c) a cost breakdown of the estimated light refreshments and/or meals costs; (d) the number of nonfederal and federal attendees receiving light refreshments and/or meals; and (e) if the event will be held at a government facility.

B.4.2. TRAVEL COSTS

1. Total expenditures for travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract during the Base Period shall not exceed **[***]** without the prior written approval of the Contracting Officer. The Contractor shall notify the Contracting Officer in writing when travel expenditures have exceeded **[***]** of the base period travel expenses. Costs must be consistent with FAR 52.247-63 – Preference for U.S. Flag Air Carriers (Jan 2025).
2. Subject to the dollar limitation specified under B.4.2.1. above, the Contractor shall invoice and be reimbursed for all travel costs in accordance with FAR 31.205- 46, Travel Costs.
3. If foreign travel is necessary, a Contracting Officer Authorization (COA) will be required. Expenditures for foreign travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed the amount specified in each approved COA, without the prior written approval of the Contracting Officer. Requests for foreign travel must be submitted at least **[***]** in advance and shall contain the following:
   A. Meeting(s) and place(s) to be visited, with costs and dates; name(s) and title(s) of Contractor personnel to travel and their functions in the contract project;
   B. Contract purposes to be served by the travel;
   C. How travel of Contractor personnel will benefit and contribute to accomplishing the contract project, or will otherwise justify the expenditure of BARDA contract funds;
   D. How such advantages justify the costs for travel and absence from the project of more than one person if such is suggested; and
   E. What additional functions may be performed by the travelers to accomplish other purposes of the contract and thus further benefit the project?

ARTICLE B.5. ADVANCE UNDERSTANDINGS

1. **Sharing of Contract Deliverables within the U.S. Government (USG), Administration for Strategic Preparedness and Response (ASPR)** to build a robust medical countermeasure portfolio through increased collaboration, the USG may share technical deliverables between USG agencies responsible for medical countermeasure development. In accordance with recommendations from the Public Health Emergency Medical Countermeasure Enterprise (PHEMCE) Review, BARDA may share technical deliverables and test results created in the performance of this Contract with colleagues within the PHEMCE as well as within the Department of Health and Human Services (HHS), subject to Contractor's restrictive markings. This also includes agreements established in the Integrated Portfolio Advisory Committee (PAC) Charter, and agreements between BARDA and the Department of Defense, National Institutes of Health (NIH), Centers for Disease Control and Prevention (CDC), and the Food and Drug Administration (FDA). This advance understanding does not authorize the USG to share financial information outside of the USG. The Contractor is advised to review the terms of FAR 52.227-14 Rights in Data – General (May 2014), regarding the USG's rights to data first produced during performance of this contract.

2. **Salary Limitations:** Salaries will be limited to the Senior Executive Schedule maximum of **[***]** annually for Executive Level II, subject to annual increases. The contractor will pay any additional compensation beyond the maximum salary and captured as an in-kind contribution or cost share.

3. **Subcontracts and Consultants**: Prior written consent from the CO in the form of CO Authorization (COA) is required for any subcontract that:

   A. Is of the cost-reimbursement or time and materials type; or
   B. Is of the fixed price type and exceeds $350,000 or **[***]** of the contract, whichever is less.

   The CO shall request appropriate supporting documentation for reviewing and determining authorization, pursuant with FAR 52.244-2 Subcontracts (JUN 2020). After receiving the CO's written consent of the

subcontract, the Contractor shall provide a copy of the signed and executed subcontract or consulting agreement to the CO within **[***]** calendar days.

Note: Consulting services are treated as subcontracts and subject to the 'consent to subcontract' provisions set forth in this Section.

Note: Subcontracts or Consulting services that are fixed price shall be documented within the approved budget proposal. The Government is not liable for any costs of Subcontracts or Consulting Services not documented and approved by the Contracting Officer and/or Contracting Officer Representative.

Notwithstanding the foregoing, a COA is not required for, and the Government hereby consents to the following subcontracts for the base period (CLIN 0001):

[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]

4. **Site Visits, Inspections, and General Audits:** At the discretion of the USG and independent of activities conducted by the Contractor, with **[***]** business days of notice to the Contractor, the USG reserves the right to conduct site visits and inspections during normal business hours, on an as-needed basis in connection with technical performance issues, including collection of product samples and intermediates the Contractor or subcontractor holds. Inspections and visits will be subject to Contractor or subcontractor Standard Operating Procedures (SOPs) as appropriate. In case of visits and inspections to the subcontractor's facilities related to performance under this contract that are independent of activities the Contractor conducts, the USG shall demonstrate cause for the visit and/or inspection. All costs reasonably incurred by the Contractor and subcontractor for the visit and/or inspection will be allowable costs. The Contractor must coordinate these visits and must have the opportunity to accompany the USG. Consistent with federal law, the Government will ensure that no Government representative will publish, divulge, disclose, or make known in any manner, to any extent not authorized by law, any information coming to them in the course of employment or official duties, while visiting a contractor or subcontractor plant. Under time-sensitive or critical situations, the USG reserves the right to suspend the **[***]**business days' notice to the Contractor. In such circumstances, the Contractor will use its best efforts to accommodate a visit and inspection in the timeframe requested or as soon as possible while considering compliance with subcontractor SOPs and logistical constraints.

   If the Government, Contractor or other party identifies any issues during an audit, the Contractor will capture the issues, identify potential solutions, and provide a report to the Government for review and acceptance.

   If issues are identified during the audit, the Contractor will submit an issue report to the CO and COR (COR) within **[***]** business days detailing the finding and corrective action(s) of the audit.

   The COR and CO will review the issues report and provide a response to the Contractor within **[***]** business days.

   Once corrective action is completed, the Contractor will provide a final report to the CO and COR within a time frame negotiated with the COR in writing after review of the issues report.

5. **Quality Assurance (QA) Audits:** BARDA reserves the right to participate in QA audits of the Contractor's subcontractors to the extent related to performance of this contract. USG shall be subject to the subcontractor's SOPs, always including policies and procedures regarding security and facility access while in the subcontractor's facility. Consistent with federal law, the Government will ensure that no Government representative will publish, divulge, disclose, or make known in any manner, to any extent not authorized by law, any information coming to him in the course of employment or official duties, while visiting a subcontractor plant. BARDA will provide the Contractor with written notes concerning anything BARDA observes during the audit in the Contractor report as appropriate. Upon completion of the QA audit, the Contractor shall provide a report capturing the findings, results, and next steps in proceeding with any potential subcontractors. If action is requested of a subcontractor, detailed corrective and preventative plans for addressing areas of non-conformance to International Council for Harmonization of Technical Requirements for Pharmaceuticals for Human Use (ICH) and FDA regulations for Good Laboratory Practice (GLP), Good Manufacturing Practice (GMP), or Good Clinical Practice (GCP) guidelines, as identified in the audit report, must be provided to the COR for review and acceptance. The Contractor shall provide responses from the subcontractors to address these concerns and plans for corrective action execution. All costs the Contractor reasonably incurs for such visits and/or inspections shall be allowable costs.

   Contractor shall provide CO and COR, an audit plan within **[***]** days of contract award. Also, an updated audit plan is submitted **[***]** by the Contractor. This audit plan must include upcoming, ongoing, or recent audits/site visits of subcontractors by the Contractor

   Contractor shall notify the COR and CO of report completion within **[***]**business days. The Contractor shall complete the report within **[***]** days of the audit/site visit, or as negotiated with the COR in writing dependent upon the audit findings;

   The COR and CO will review the issues report and provide a response to the Contractor within **[***]** business days;

   Once corrective action is completed, the Contractor will provide a final report to the CO and COR within a time frame negotiated with the COR and CO after they review the issues report.

   If additional details are needed for clarification of role, responsibility and processes between the Contractor and USG, it will be defined in a Quality Agreement as negotiated between the USG and Contractor. See Attachment 11 for a template for this agreement.

6. **Other U.S. Government Audits:** The USG reserves the right to conduct an audit of the Contractor with **[***]** business days advance notice in connection with technical performance issues. The USG reserves the right to accompany the Contractor on routine and for-cause site visits/ audits of subcontractor(s) related to work performed under this contract. USG shall be subject to the Contractor's SOPs, always following policies and procedures regarding security and facility access while in the Contractor's facility. Consistent with federal law, the Government will ensure that no Government representative will publish, divulge, disclose, or make known in any manner, to any extent not authorized by law, any information coming to him in the course of employment or official duties, while stationed in a contractor plant. At the discretion of the USG and independent of testing conducted by the Contractor, BARDA reserves the right to conduct site visits/audits and collect samples of production hand that are produced under this contract and held by the Contractor and subcontractors. USG sample requirements to be described in Quality Agreement between Contractor and USG. Samples collected by the USG will be maintained as per current Good Manufacturing Practice (cGMP) at 21 CFR 210 and 211, current good laboratory practices (cGLP; 21 CFR 58), or current good clinical practices (cGCP; 21 CFR 50-56) as appropriate. Prior to USG or independent testing, USG shall provide a description of the tests including purpose, methodology, and identification of testing facility at least **[***]** business days prior to testing for Contractor review and comment. USG shall provide a report of all testing completed. All costs reasonably incurred by the Contractor for such visit and/or inspection shall be

allowable costs.

7. **Person-in-Plant:** At the discretion of the Government and with **[***]** calendar days advance notice to the Contractor in writing from the CO, the Government may place a person-in-plant in the Contractor's facility who shall be subject to the Contractor's policies and procedures regarding security and facility access at all times while in the Contractor's facility. USG shall be subject to the Contractor's SOPs, always including policies and procedures regarding security and facility access while in the Contractor's facility. Consistent with federal law, the Government will ensure that no Government representative will publish, divulge, disclose, or make known in any manner, to any extent not authorized by law, any information coming to him in the course of employment or official duties, while stationed in a contractor plant. All costs reasonably incurred by the Contractor and subcontractor for such visit and/or inspection shall be allowable costs.

8. **Overtime Compensation**: No overtime (premium) compensation is authorized under the subject contract.

9. **Contract Number Designation**: On all correspondence submitted under this contract, the Contractor agrees to clearly identify the contract number that appears on the face page of the contract as follows: 75A50126C00007**.**

10. **Intellectual Property**: The standard intellectual property clause at FAR 52.227-11 will apply to any subject inventions (which excludes all of Contractor's relevant background intellectual property including the patents and patent applications as described inAttachment 10) and the parties will comply with the license, disclosure and election mechanics of this clause in all respects but the following: there will be no application of subsection "(g) Preference for United States Industry," to any requirement for domestic manufacturing that is not included in the statement of work under this Award; and the Government is not entitled to exercise a subsection "(h) March In Rights" without first obtaining a certification in writing by the Contractor that the Government's needs for such a license could not be satisfied by the Contractor itself, even where such work is outside the scope of this contract. The Contractor shall have a right of first refusal for any such work for which a March-In action would be required.

11. **Approval of Human and Animal Protocols:** The Contractor shall submit all protocols including human and animal protocols and human-informed consent documents as referenced under this Contract to the COR for review and approval **prior** to seeking other approvals (Institutional Review Board, Human Use Committee, Institutional Animal Care and Use Committee). The Government requires no fewer than **[***]** business days prior to submission to perform a review. The Contractor shall take this review time into account and submit protocols as early as possible to avoid delays. The Government's comments and feedback shall be addressed prior to approval. The COR will review and provide approval of protocols. Human-informed consent shall also be submitted and reviewed with any human protocol. Major changes from the site investigational review boards (IRBs) require the contractor to provide human-informed consent forms to BARDA for review within **[***]** business days of the notice being received.

12. **Invoice Submission during end of Fiscal Year:** The government will not accept invoices for processing from September 6th through October 5th because of fiscal year end requirements. Any invoices received from September 6th through October 5th will be canceled and returned to the Contractor for resubmission beginning October 6th.

13. **Contractor Consent to Go/No-Go Decision:** The Government's discretion to exercise options for periods beyond the base period may only be exercised if the Contractor and Government agree that the Milestones of the current base or option period(s) have been accomplished as detailed in the GO/NO-GO DECISION POINTS specified herein. Following the Contractor's notification to the COR that all Milestones of the current base or option period(s) have been achieved, the Government may, at its sole discretion, exercise its right to award the next option period.

14. **Cost Sharing Arrangements**: Finally, the Government agrees that Contractor may count the following costs towards its cost share contribution: any excess of actual indirect costs in excess of the ceilings specified in Article G.11.

ARTICLE B.6. ORGANIZATIONAL CONFLICT OF INTEREST

1. **General:** For this provision/clause, “consultant” is defined as a company, firm, LLC, sole proprietor, joint venture member, independent contractor, subcontractor, affiliate, or similar entity that is not an employee of the Contractor.

2. **Disclosure:** The Contractor shall report to the Contracting Officer (CO) and/or Contract Officer Representative (COR) contacts with consultants who are paid to furnish advice, information, direction, or assistance to the Contractor or any subcontractor in support of the preparation or submission of the Contractor’s business or technical proposal. The report shall include the following information:
    - **a.** The name, title, and contact information for the consultant, including the name and contact information for his/her company/firm/etc.
    - **b.** The nature of the consulting services received.

3. **Resolution:** The Contracting Officer responsible will review the Contractor's disclosure to determine whether an actual or appearance of a conflict of interest exists based on the information disclosed by the Contractor and/or from other sources. The framework for the Contracting Officer's review will be FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest. If an actual or appearance of a conflict of interest exists, the Contracting officer will take action which may include, but is not limited to, requesting a mitigation plan from the Contractor.

Section C – Description/Specifications/Work Statement

ARTICLE C.1. STATEMENT OF WORK

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities not otherwise provided by the Government as needed to perform the Statement of Work, set forth in SECTION J - List of Attachments, attached hereto and made a part of the contract.

ARTICLE C.2. REPORTING REQUIREMENTS

See Section F for specific reporting requirements.
All reports required herein shall be submitted in electronic format to the contacts listed below:

HHS/ASPR/BARDA/CMA:

Contracting Officer
Audrey Glover
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research and Development Authority (BARDA)
Contract Management and Acquisition (CMA)
Washington, DC 20515
Email: **[***]**

Contracting Specialist
Veronica Stroud
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research and Development Authority (BARDA)
Contract Management and Acquisition (CMA)
Washington, DC 20515
Email: **[***]**

HHS/ASPR/BARDA:

Contracting Officer Representative (COR)
[***]
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research & Development Authority (BARDA)
Washington, DC 20515

Email: **[***]**

Alternate Contracting Officer Representative (ACOR)
[***]
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research & Development Authority (BARDA)
Washington, DC 20515
Email: **[***]**

ARTICLE C.3. MEETINGS/SITE VISITS

The Contractor and BARDA shall participate in regular meetings to coordinate and oversee the contracting effort as requested by the CO/COR. Such meetings may include, but are not limited to, a kickoff meeting to be held at a location the COR determines, status update meetings and/or teleconferences, site visits to the Contractor's and/ or subcontractor's facilities, and meetings with individual Contractors and other HHS officials to discuss the technical, regulatory, and ethical aspects of the program. The Contractor shall provide data, reports, and presentations to groups of outside experts and USG personnel and USG-contracted subject matter experts as the CO/COR who facilitates review activities requires. All BARDA employees sign Non-Disclosure and Conflict of Interest agreements at the time of employment.

1. **Kickoff Meeting:** The purpose of the kickoff meeting will be to orient the Contractor to HHS/BARDA and review contract requirements. The Contractor and Government shall conduct a kickoff meeting within **[***]** calendar days after the contract is awarded to review HHS procedures, processes, and expectations. The Contractor shall provide an itinerary/agenda no later than **[***]** business days before meeting. Minutes from the kickoff meeting must be provided within **[***]** business days of the event.

2. **Status Update Meetings/Teleconferences:** A conference call between the CO, the COR and designees and the Contractor's Project Leader/delegate and designees shall occur biweekly or otherwise as the Government and the Contractor, or the CO determines by mutually agreement.

   During this meeting the Contractor's Project Leaders/delegates and designees will discuss the activities that have occurred since the last call, any problems that have arisen and the activities planned until the next call is to take place. The Contractor's Project Leaders/delegates may choose to include other key personnel on the conference call who can give detailed updates on specific projects or key personnel as the COR requests.

   Electronic copies of any slides for presentation shall be provided via email to the COR **[***]** business days before the meeting and uploaded into the "Collaborator Portal" within **[***]** business days after the meeting is held. Electronic copies of conference call meeting minutes/summaries shall be provided via e-mail to the COR and uploaded into a "Collaborator Portal" by the Contractor within **[***]** business days after the conference call is held. The COR shall provide details and setup instructions for the portal once it is authorized for use.

3. **Quarterly and Ad-Hoc Meetings:** At the discretion of the CO or COR, the Contractor shall participate in Project Meetings to coordinate the performance of the contract. These meetings may be conducted via virtual or face-to-face meetings in Washington, D.C. or at work sites of the Contractor and its subcontractors. Such meetings may include, but are not limited to, meetings of the Contractor (and subcontractors invited by the Contractor) to discuss study designs, site visits to the Contractor's and subcontractor's facilities, and meetings with the Contractor and HHS officials to discuss the technical, regulatory, and ethical aspects of the program. The Contractor must provide data, reports, and presentations to groups of outside experts (subject to appropriate protection for Contractor's confidential or proprietary data) and Government personnel as required by the COR, giving reasonable prior notice of

such requirement to Contractor, in order to facilitate review of contract activities.

Contractor shall provide final itinerary/agenda at least **[***]** business days in advance of meetings.

Contractor shall provide a meeting summary to the BARDA COR no later than **[***]** business days after the meeting.

ARTICLE C.4. RISK MANAGEMENT

The Contractor shall establish and maintain an active, Enterprise-wide Risk Management System (ERMS) as well as a specific risk management plan that includes the SOPs governing risk management, a description of the risk management activities required to oversee the project across its range of scope, and the processes for reviewing completed risk mitigations. The Contractor shall complete risk management documentation for the program as applicable, such as:

1. Preliminary hazard analysis as necessary for each product component
2. Design, user, and process FMEA plans
3. Risk register to verify the proposed mitigations

ARTICLE C.5. REGULATORY ACTIVITIES

The Contractor shall provide the COR the opportunity to review and comment upon any draft documents, including draft pre- submission packages, and meeting requests, to be submitted to the FDA or any other regulatory authority that relate exclusively to the Contract Scope of Work. The Contractor shall provide the COR with at least **[***]** business days for review and comments. An acceptable version shall be provided to the COR prior to submission to FDA or other regulatory authority.

The Contractor shall provide the COR initial draft minutes and final draft minutes of any meeting with the FDA and any other regulatory agencies that relate to the Contract Scope of Work within **[***]** business days.

The Contractor shall communicate the dates and times of any meeting that relate to the Contract Scope of Work with the FDA and other regulatory agencies to the COR and ensure participation for appropriate COR and BARDA Subject Matter Expert (SME) staff to attend the meetings.

The Contractor shall forward SOPs upon request from COR/CO. SOPs are used for audit purposes and validation of the program's progress. Authorized reviewers of the SOPs shall provide non-disclosure agreements, if required.

The Contractor shall work to support BARDA in development of FDA submissions and meeting for seeking a Pre-Emergency Use Authorization if BARDA deems necessary. BARDA support may require the Contractor to develop unique deliverables other than the ones related to the SOW for submission to the FDA.

The Contractor shall support FDA audits of the Contract Products. Within **[***]** calendar days of an FDA audit of Contractor or subcontractor facilities, the Contractor shall provide copies of the audit findings, final report, and a plan for addressing areas of nonconformance to FDA regulations and guidance for GLP, GMP or GCP guidelines as identified in the final audit report.

ARTICLE C.6. QUALITY

The Contractor shall establish and maintain a Quality Management System with sufficient content to include but not limited to the elements contained in the Code of Federal Regulations Title 21 Part 210-211.

The Contractor shall establish routine internal reviews, documentation, and evidence of the ability to maintain and adhere to the Code of Federal Regulations Title 21 Part 210-211.

The Contractor shall conduct an audit of its system quality system adherence, resolve any issues the auditor notes and provide Quality Audit Findings and Resolutions to the Government. The audit shall be conducted by individuals who do not have direct responsibility for the matters being audited.

Section D – Packaging, Marking, and Shipping

ARTICLE D.1. METHOD OF DELIVERY

All deliverables required under this contract shall be packaged, marked, and shipped in accordance with Government written specifications and Section F. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

Unless the CO specifies otherwise, delivery of reports to be furnished to the Government under this contract (including invoices) shall be delivered to the CO and COR electronically along with a concurrent email notification to the CO and COR summarizing the electronic delivery (as defined in Section F.3. Electronic Submission).

Section E – Inspection and Acceptance

ARTICLE E.1. INSPECTION AND ACCEPTANCE

The Contracting Officer and Contracting Officer's Representative will perform inspection and acceptance of all technical reports and inspection documentation. Technical inspection and acceptance of reports will take place via email. All inspection and acceptance reports shall be sent to the Contracting Officer and the Contracting Officer Representative for review and approval IAW section F.
All reports required herein shall be submitted in electronic format to the contacts listed below:

HHS/ASPR/BARDA/CMA:

Contracting Officer
Audrey Glover
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research and Development Authority (BARDA)
Contract Management and Acquisition (CMA)
Washington, DC 20515
Email: **[***]**

Contracting Specialist
Veronica Stroud
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research and Development Authority (BARDA)
Contract Management and Acquisition (CMA)
Washington, DC 20515
Email: **[***]**

HHS/ASPR/BARDA:

Contracting Officer Representative (COR)
[***]
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research & Development Authority (BARDA)
Washington, DC 20515
Email: **[***]**

Alternate Contracting Officer Representative (ACOR):
[***]
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)

Center for the Biomedical Advanced Research & Development Authority (BARDA)
Washington, DC 20515
Email: **[***]**

Acceptance may be presumed unless the CO or the Contracting Officer Representative indicates otherwise in writing within **[***]** of receipt.

ARTICLE E.2. FAR 52.252-2 FEDERAL ACQUISITION REGULATION CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

FAR 52.246-5, Inspection of Services - Cost-Reimbursement (April 1984)

FAR 52.246-9, Inspection of Research and Development (Short Form)

ARTICLE E.3. DESIGNATION OF GOVERNMENT PERSONNEL

For the purposes of Section E, the designated COR (COR) is the authorized representative of the CO. The COR will assist in resolving technical issues that arise during performance. The COR, however, is not authorized to change any contract terms or authorize any changes in the Statement of Work or modify or extend the period of performance or authorize reimbursement of any costs incurred during performance.

Section F – Deliveries or Performance

ARTICLE F.1. PERIOD OF PERFORMANCE

The base period of performance of this contract shall be **[***]** months from the date of award. The period of performance may be extended to a total not to exceed 10 years. If the Government exercises the Option Period(s) pursuant to the Option Clause in Section I.3 of the contract, the overall period of performance shall be increased as shown in SECTION B.2.2. The period of performance for the base and option periods shall be consistent with the dates set forth in SECTION B.2.

ARTICLE F.2. DELIVERABLES

Successful performance of the final contract shall be deemed to have occurred upon performance of the work set forth in the Statement of Work attached to this contract as Attachment 1 (SECTION J-List of Attachments), and upon CO (or the duly authorized representative) delivery and acceptance as the SOW requires pursuant to SECTION E-INSPECTION AND ACCEPTANCE, of the following items listed below under heading 1 “Summary of Contract Deliverables” in accordance with the stated delivery schedule.

All deliverables and reporting documents listed within this Section shall be delivered electronically (as defined in Section C.2 Electronic Submission) to the CO, CS, the COR and alt COR unless otherwise specified by the CO.

Unless otherwise specified by the CO, the deliverables identified in this Section F shall also be delivered

electronically to the designated Collaborator Portal along with a concurrent email notification sent to the CO, CS, COR, and Alternate COR stating delivery has been made.

The items specified below under heading 1 “Summary of Contract Deliverables”, as described in Attachment 1 - Statement of Work to this contract will be required to be delivered by the date(s) specified below and in accordance with any specifications stated in SECTION D-PACKAGING, MARKING AND SHIPPING, of this contract. All reports identified below relate solely to the development activity funded under this contract:

F.2.1. SUMMARY OF CONTRACT DELIVERABLES

Unless otherwise stated, each deliverable on the table below shall be provided as one (1) electronic copy to the alt COR, the COR, CS, and CO as set forth in SECTION C.2.

[***]	[***]	[***]	[***]
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[***]	[***]	[***]	[***]

F.2.2. DETAILED DESCRIPTION OF SELECT CONTRACT DELIVERABLES

[***]

ARTICLE F.3. ELECTRONIC SUBMISSION

For electronic delivery, the Contractor shall upload documents into the designated Government file sharing system. The Government shall provide authorized log in to two contractor representatives to access the file share program. Each representative must complete mandatory training provided by the Government prior to gaining user access. An email notification should be sent to the CO and COR upon electronic delivery of any documents.

ARTICLE F.4. SUBJECT INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor, including, but not limited to, the invention disclosure report, the confirmatory license, and the Government support certification shall be submitted to the Contracting Officer. An Annual Invention Report shall be due on or before the **[***]** calendar day after the completion of each reporting period. A Final Invention Report (see FAR 27.303 (b)(2)(ii)) shall be due on or before the expiration date of the contract. If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the CO.

Reports and documentation submitted to the Contracting Officer shall be sent to the address set forth in Section G – Contract Administration Data.

ARTICLE F.5. FAR 52.252-2 (Feb 1998) CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the CO will make its full text available. The full text of each clause may be accessed electronically at this address: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

FAR 52.242-15, Stop-Work Order, Alternate 1 (April 1984)

Section G – Contract Administration

ARTICLE G.1. CONTRACTING OFFICER (CO)

The following CO will represent the Government for the purpose of this contract:

HHS/ASPR/BARDA/CMA:

Contracting Officer (CO)
Audrey Glover
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research and Development Authority (BARDA)
Contract Management and Acquisition (CMA)
Washington, DC 20515
Email: **[***]**

All communications pertaining to contractual and/or administrative matters under this contract shall be sent to

the Contracting Officer.

The Contracting Officer is the only individual who can legally commit and bind the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions or other stipulations of this contract. Any other commitment, either explicit or implied, is invalid.

The CO is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of objectives; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; (5) obligate or de-obligate funds into the contract; (6) sign written licensing agreements; or (7) otherwise change any terms and conditions of this contract.

No information, other than that which may be contained in an authorized modification to this contract duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract. NOTE: An unauthorized commitment is an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. An unauthorized commitment (UC) usually results in the receipt of goods or services on behalf of the Government by someone with apparent authority, but that lacks the authority to obligate the Government; it can be intentional or unintentional. Only a warranted contracting officer has authority to obligate government funds and contractually bind the government for supplies and services within their warrant authority.

ARTICLE G.2. CONTRACTING OFFICERS REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

Contracting Officer Representative (COR)
[***]
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research & Development Authority (BARDA)
Washington, DC 20515
Email: **[***]**

Alternate Contracting Officer Representative (ACOR):
[***]
U.S. Department of Health & Human Services (DHHS)
Administration for Strategic Preparedness and Response (ASPR)
Center for the Biomedical Advanced Research & Development Authority (BARDA)
Washington, DC 20515
Email: **[***]**

The COR is responsible for:

As delegated by the CO, the COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) assisting the CO in interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The COR 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.

Additionally, the COR is not empowered to, nor does he/she have the authority to, perform any of the following duties since, in accordance with FAR, they are reserved only for a Contracting Officer:

- Make changes to the contract terms and conditions,
- Direct the contractor to perform work or make deliveries not specifically required under the contract;
- Waive or relax the Government's rights, with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the task order; or,
- Make any commitments or approve any actions that would create any financial obligation on the part of the Government.

The Alternate Contracting Officer Representative shall be assigned by Contracting Officer in the absence of the current designated Contracting Officer.

ARTICLE G.3. CONTRACTOR'S POINTS OF CONTACT

The Contractor shall provide primary and secondary points of contact that will be available 24 hours per day, 7 days per week, to be notified in case of a public health emergency.

ARTICLE G.4. KEY PERSONNEL

The key personnel specified in this contract are considered essential to work performance. At least **[***]** days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the CO and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the CO. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government. At a minimum, the key personnel should include the project manager and principal investigator.

The following individuals are considered essential to the work being performed hereunder:

Name	Title
[***]	**[***]**
[***]	**[***]**

ARTICLE G.5. CONTRACT FINANCIAL REPORT

1. Financial reports on the attached Financial Report of Individual Project/Contract shall be submitted by the Contractor to the CO with a copy to the COR in accordance with the instructions for completing this form, which accompany the form, in an original and one electronic copy, not later than the **[***]** business day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories), which shall be reported within the total contract, are discussed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.

2. Unless otherwise stated in the instructions for completing this form, all columns A through J, shall be completed for each report submitted.

3. The first financial report shall cover the period consisting of the first full three calendar months following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a quarterly basis.

4. The CO may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.

5. The listing of expenditure categories to be reported is incorporated as a part of this contract and can be found under Section J entitled, "Financial Report of Individual Project/Contract,".

6. Monthly invoices must include the cumulative total expenses to date, adjusted (as applicable) to show any amounts suspended by the Government.

7. Contractor invoices/financial reports shall conform to the form, format, and content requirements of the instructions for Invoice/Financing requests, and be sent to the following points of contact:

<table>
<tr><th>Contracting Officer</th><th>Contracting Officer's Representative</th><th>IPP</th></tr>
<tr><td>Audrey Glover
HHS/ASPR/BARDA/CMA
Washington, DC 20515
[***]</td><td rowspan="3">[***]
HHS/ASPR/BARDA
Washington, DC 20515
Email: [***]

Alternate COR:
[***]
HHS/ASPR/BARDA
Washington, DC 20515
Email: [***]</td><td rowspan="3">Department of Treasury
Invoicing Processing Platform (IPP)
& “Barda Digital Resources server”</td></tr>
<tr><th>Contracting Specialist</th></tr>
<tr><td>Veronica Stroud
HHS/ASPR/BARDA/CMA
Washington, DC 20515
[***]</td></tr>
</table>

8. The Contractor agrees to immediately notify the CO in writing if there is an anticipated overrun (any amount) or unexpended balance (greater than **[***]**) of the estimated costs for the base period or any option period(s) (See estimated costs under Section B) and the reasons for the variance. These requirements are in addition to the specified requirements of FAR Clause 52.232-20, Limitation of Cost (RFO Deviation July 2026) that is incorporated by reference under Section I.1 which states;

   (a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

   (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that—
   (1) The costs the Contractor expects to incur under this contract in the next **[***]** days, when added to all costs previously incurred, will exceed **[***]** percent of the estimated cost specified in the Schedule; or
   (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

   (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
   (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) in this clause, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(END OF CLAUSE)

9. The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MS Word, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per email and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number.

10. An electronic copy of the payment request shall be uploaded into the designated BDR server (as defined in Section G.6. INVOICE SUBMISSION) and an e-mail notification of the upload will be provided to the CO and COR.

11. All invoice submissions shall be in accordance with FAR Clause 52.232-25, Prompt Payment (Jan 2017).

12. Invoices - Cost and Personnel Reporting, and Variances from the Negotiated Budget.

    The Contractor agrees to provide a detailed breakdown on invoices of the following cost categories:

    A. Direct Labor - List individuals by name, title/position, hourly/annual rate, level of effort (actual hours or % of effort), and amount claimed.
    B. Fringe Benefits - Cite rate and amount.
    C. Overhead - Cite rate and amount.
    D. Materials & Supplies - Include detailed breakdown when total amount is over **[***]**.

E. Travel - Identify travelers, dates, destination, purpose of trip, and total breaking out amounts for transportation (plane, car etc.), lodging, M&IE. Cite COA, if appropriate. List separately, domestic travel, general scientific meeting travel, and foreign travel.
F. Consultant Fees - Identify individuals, amounts and activities. Cite appropriate COA.
G. Subcontracts - Attach subcontractor invoice(s). Cite appropriate COA.
H. Equipment - Cite authorization and amount. Cite appropriate COA.
I. Other Direct Costs - Include detailed breakdown when total amount is over **[***]**.
J. G&A - Cite rate and amount.
K. Total Cost (and applicable cost-shared ratio)
L. Fixed Fee (if applicable)
M. Total Cost-Plus Fixed Fee.

Additional instructions and an invoice template are provided in Section J-List of Attachments, Invoice/Financing Request Instructions and Contract Financial Reporting Instructions for Cost- Reimbursement Contracts. All invoices must be signed by a representative of the contractor authorized to certify listed charges are accurate and comply with government regulations. Invoices shall be signed and submitted electronically (in accordance with Section G.6 Invoice Submission).

If applicable, the Contractor shall convert any foreign currency amount(s) in the monthly invoice to U.S. dollars each month, on the 1st of the month, using the foreign exchange rate index published on www.federalreserve.gov. Payment of invoices is subject to the U.S. dollar limits within the Total Costs of CLIN 0001 in Section B of the contract.

The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer–System for Award Management (Oct 2018), in Section I requires the Contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

ARTICLE G.6. INVOICE SUBMISSION

The Contractor shall submit invoices electronically in accordance with HHSAR 352.232-71. As prescribed in HHSAR 332.7003, use the following clause:

Electronic Submission of Payment Requests

Definitions. As used in this clause—

a. “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
b. Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
c. The Contractor may submit payment requests using other than IPP only when the CO authorizes alternate procedures in writing in accordance with HHS procedures.
d. If alternate payment procedures are authorized, the Contractor shall include a copy of the CO's written authorization with each payment request.

(End of Clause)

The Contractor agrees to include (as a minimum) the following information on each invoice:

1. Contractor's Name & Address
2. Contractor's Tax Identification Number (TIN)
3. Contract Number and Requisition/ OS Number
4. Invoice Number
5. Invoice Date
6. Contract Line-Item Number
7. Quantity
8. Unit Price & Extended Amount for each line item
9. Total Amount of Invoice
10. Name, title, and telephone number of the person(s) to be notified in the event of a defective invoice.
11. Payment Address, if different from the information in (2)(i).

The invoice shall be signed by a person authorized to bind the Contractor. The Contractor shall not submit an invoice prior to delivery of goods or services. See Attachment 3 for a sample.

ARTICLE G.7. FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

1. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

2. The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

3. Include the substance of this clause; include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

ARTICLE G.8. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) will be prepared annually as to coincide with the Anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted **[***]** to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the CO whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

http://www.cpars.csd.disa.mil/cparsmain.htm

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact that will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required **[***]**-day time frame.

CPARS Point of Contact for Scynexis, Inc.

[***]

ARTICLE G.9. REIMBURSEMENT OF COST

The Government shall reimburse the Contractor those costs determined by the CO to be allowable (hereinafter referred to as allowable cost) in accordance with FAR 52.216-7, Allowable Cost and Payment (July 2026 RFO Deviation) and FAR Subpart 31.2. Examples of allowable costs include, but are not limited to, the following:

1. All direct materials and supplies that are used in performing the work provided for under the contract, including those purchased for subcontracts and purchase orders.

2. All direct labor, including supervisory, that is properly chargeable directly to the contract, plus fringe benefits.

3. All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.

4. Travel costs including per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract subject to the following:

    A. Air travel shall be by the most direct route using “air coach” or “air tourist” (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

    B. Rail travel shall be by the most direct route, first class with lower berth or nearest equivalent.

    C. Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they do not exceed the per diem rates set forth in the Federal Travel Regulation (FTR).

    D. Travel via privately owned automobile shall be reimbursed at not more than the current General Services Administration (GSA) FTR established mileage rate.

ARTICLE G.10. GOVERNMENT PROPERTY

A. In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in SECTION I of this contract, the Contractor shall comply with the provisions of HHS Publication, "Contractor's Guide for Control of Government Property," which is incorporated into this contract by reference. This document can be accessed at:

HHS Manuals | HHS.gov (HHS Logistics Management Manual)

B. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract.

C. Notwithstanding the provisions outlined in the HHS Publication, “Contractor’s Guide for Control of Government Property,” which is incorporated in this contract in paragraph (a) above, the Contractor shall use the form titled, “Report of Government Owned, Contractor Held Property” for submitting summary reports required under this contract,

D. Title will vest in the Government for equipment purchased as a direct cost. as directed by the CO or his/her designee. This form is included as an attachment in SECTION J of this contract.

ARTICLE G.11. INDIRECT COST RATES

The following Contractor established approved billing rates are incorporated into the contract and will be utilized for billing purposes during the period set forth below within the Base Period (CLIN 0001) unless revised by the CO in accordance with the provisions of FAR 42.705-1. FAR 52.216-7 Allowable Cost and Payment (Jul 2026 RFO Deviation) will be utilized for billing purposes during both the Base Period (CLIN 0001) and the Options Periods (CLIN 0002 through CLIN 0007) unless otherwise revised by a bilateral modification to the contract.

Rate Type	**Period**	**Rate**	**Ceiling**	**Allocation Base**
Fringe Benefits	[***]	[***]	[***]	Total Salaries and Wages
G&A	[***]	[***]	[***]	Total Direct Costs, including, for example, the costs of fringe benefits and subcontracts

The Indirect Cost Ceilings are established for the above period within the Base Period (CLIN 0001). The Contractor cannot seek reimbursement in excess of the Indirect Cost Ceilings in that period. In the event the final indirect cost rates are less than the above-established ceiling rates, the negotiated final rates shall be reduced to conform to the lower rates.

Use of the above provisional rates does not change any cost ceilings, contract obligations, or specific allowance or disallowance provided for in the contract.

Final rate proposals must be sent to the CO **[***]** months after the fiscal year end. (See also FAR Clause 52.216-7 incorporated herein).

Note: The rates presented in this table reflect the Recipient’s provisional pricing rates and are set as the indirect rate ceilings for the base period and for exercised CLINS within the negotiated rate period unless an updated rate letter is received and incorporated into this award.

ARTICLE G.12. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP)

All Invoice submission for goods and or services delivered to facilitate payments must be made electronically through the U.S. Department of Treasury’s Invoice Processing Platform System (IPP).

Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial items contracts. The IPP website address is: https://www.ipp.gov.

The Agency will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email

instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award for new contracts or date of modification for existing contracts.

Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

The Contractor POC will receive two emails from IPP Customer Support, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must login with the temporary password within 30 days.

If your company is already registered to use IPP, you will not be required to re-register.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

Additional Administration for Preparedness and Response (ASPR) requirements:

(i) The Contractor shall submit monthly invoices under this contract unless otherwise agreed upon by all parties. For indefinite delivery and blanket purchase agreement vehicles, separate invoices must be submitted for each order.

(ii) Invoices must break out price/cost by contract line-item number (CLIN) as specified in the pricing section of the contract.

(iii) Invoices must include the UEI number of the Contractor.

(iv) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

(v) Invoices that include cost-reimbursement CLINs must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts. At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.

• Direct Labor - include all people, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;

• Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirect)- show rate, base and total amount;

• Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;

• Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;

• Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime

Contractor;

• Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and

• Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 (June 2011) if applicable.

Section H – Special Contract Requirements

The Contractor is responsible for following the requirements below in conducting its own work under this Contract. The Contractor also is responsible for incorporating these provisions into any subcontract awarded if applicable to the specific nature of the work in the subcontract. Accordingly, those provisions shall be flowed down as applicable.

ARTICLE H.1. PROTECTION OF HUMAN SUBJECTS

1. The Contractor agrees that the rights and welfare of human subjects involved in research under this contract shall be protected in accordance with 45 CFR Part 46 and with the Contractor's current Assurance of Compliance on file with the Office for Human Research Protections (OHRP), Department of Health and Human Services. The Contractor further agrees to provide certification at least annually that the Institutional Review Board has reviewed and approved the procedures, which involve human subjects in accordance with 45 CFR Part 46 and the Assurance of Compliance.

2. The Contractor shall bear full responsibility for the performance of all work and services involving the use of human subjects under this contract and shall ensure that work is conducted in accordance with the protocol(s) approved by either the IRB or IEC. The parties hereto agree that the Contractor retains the right to control and direct the performance of all work under this contract. The Contractor shall not deem anything in this contract to constitute the Contractor or any subcontractor, agent or employee of the Contractor, or any other person, organization, institution, or group of any kind whatsoever, as the agent or employee of the Government. The Contractor agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent Contractor without imputing liability on the part of the Government for the acts of the Contractor or its employees.

3. Contractors involving other agencies or institutions in activities considered to be engaged in research involving human subjects must ensure that such other agencies or institutions obtain their own FWA if they are routinely engaged in research involving human subjects or ensure that such agencies or institutions are covered by the Contractors' FWA via designation as agents of the institution or via individual investigator agreements (see OHRP website at: http://www.hhs.gov/ohrp/policy/guidanceonalternativetofwa.pdf).

4. If at any time during the performance of this contract, the CO determines, in consultation with OHRP that the Contractor is not in compliance with any of the requirements and/or standards stated in paragraphs (a) and (b) above, the CO may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. The CO may communicate the notice of suspension by telephone with confirmation in writing. If the Contractor fails to complete corrective action within the period of time designated in the CO's written notice of suspension, the CO may, after consultation with OHRP, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those

Contractors with approved Human Subject Assurances.

ARTICLE H.2. NON-CLINICAL AND CLINICAL RESEARCH AWARD TERMS

BARDA has a responsibility to obtain documentation concerning mechanisms and procedures that are in place to protect the safety of participants and animals in BARDA funded clinical trials and nonclinical studies. Therefore, the Contractor shall develop a protocol for each clinical trial and nonclinical study funded under this contract and submit all such protocols and protocol amendments to the COR (COR) for evaluation and comment.

Approval by the COR is required before work under a protocol may begin. The COR comments will be forwarded to the Contractor within **[***]** business days. The Contractor must address in writing all concerns (e.g. study design, safety, regulatory, ethical, and conflict of interest) the COR noted. If the draft protocols are to be submitted to the FDA, the COR review shall occur before submission, pursuant to the terms set forth by Section F.2 of this contract. The Contractor shall revise their protocols to address BARDA's concerns and recommendations prior to FDA submission. The Contractor must provide BARDA with a copy of FDA submissions, within the time frame set forth by Section F.2 of this contract. In instances where FDA submission was completed prior to award, Contractor will provide the protocol to BARDA for reference. Execution of clinical and non-clinical studies requires written authorization from the Government. The Government will provide written authorization to the Contractor upon either 1) receiving documentation in which all COR comments have been satisfactorily addressed; or 2) receiving documentation that the FDA has reviewed and commented on the protocol.

Subject to B.5. Advance Understandings - Rights in Data, the Government shall have unlimited rights to all Contract Product related protocols, data resulting from execution of these protocols, and final reports funded by BARDA under this contract, as set forth in the FAR clauses referenced in PART II of this contract. The Government reserves the right to request that the Contractor provide any contract deliverable in a non-proprietary form to ensure the Government has the ability to review and distribute the deliverables as the Government deems necessary. Important information regarding performing human subject research is available at https://www.niaid.nih.gov/research/clinical-research. Any updates to technical reports are to be addressed in the Monthly and Annual Progress Reports. The Contractor shall advise the COR or designee in writing and via electronic communication in a timely manner of any issues potentially affecting contract performance.

H.2.1. NON-CLINICAL TERMS OF AWARD

1. These Non-Clinical Terms of Award detail an agreement between the Center for the Biomedical Advanced Research and Development Authority (BARDA) and the Contractor; they apply to all grants and contracts that involve non- clinical research and Safety and Monitoring Issues.

   A. PHS Policy on Humane Care and use of Laboratory Animals

   Before award and then with the annual progress report, the Contractor must submit to BARDA a copy of the current Institutional Animal Care and Use Committees (IACUC) documentation of continuing review and approval and the Office of Laboratory Animal Welfare (OLAW) federal wide assurance number for the institution or site. If other institutions are involved in the research (e.g., a multicenter trial or study), each institution's IACUC must review and approve the protocol.

   They must also provide BARDA initial and annual documentation of continuing review and approval and federal wide assurance number. The Contractor must ensure that the application, as well as all protocols, are reviewed by the performing institution's IACUC. To help ensure the safety of animals used in BARDA-funded studies, the Contractor must provide BARDA copies of documents related to all major changes in the status of ongoing protocols, including the following:

   1) All amendments or changes to the protocol, identified by protocol version number, date,

or both and date it is valid.
2) All material changes in IACUC policies and procedures, identified by version number, date, and all required signatories (if applicable).
3) Termination or temporary suspension of the study(ies) for regulatory issues.
4) Termination or temporary suspension of the protocol.
5) Any change that is made in the specific IACUC approval for the indicated studies. Any other problems or issues that may affect the scientific integrity of the studies i.e. fraud, misrepresentation, misappropriation of funds, etc.

Contractor must notify BARDA of any of the above changes within **[***]** working days from the time the Contractor becomes aware of such changes by email or fax, followed by a letter signed by the institutional business official, detailing notification of the change of status to the local IACUC and a copy of any responses from the IACUC.

If a non-clinical protocol has been reviewed by an institutional biosafety committee (IBC) or the NIH Recombinant DNA Advisory Committee (RAC), the Contractor must provide information about the initial and ongoing review and approval, if any. See the NIH Guidelines for Research Involving Recombinant DNA Molecules.

Non-Clinical Data and Safety Monitoring Requirements. BARDA strongly recommends continued safety monitoring for all non-clinical studies of investigational drugs, devices, or biologics. FDA expects non-clinical studies to include safety in addition to efficacy. Contractors should consider evaluation of clinically relevant safety markers in the pivotal and non-pivotal, non- clinical studies. In preparation for clinical trials of licensed or not yet licensed products, it is imperative that BARDA sponsored studies of any type measure the risk and safety parameters that are elicited and provide a safety profile from the studies for future human risk assessment.

A risk is minimal where the probability and magnitude of harm or discomfort anticipated in the proposed research are not greater than those ordinarily encountered in daily life or during the performance of routine physical or psychological examinations or tests. For example, the risk of drawing a small amount of blood from a healthy subject for research purposes is no greater than the risk of doing so as part of a routine physical examination (45 CFR 46.102(i)).

BARDA will work with the Contractor on decisions regarding the type and extent of safety data accrual to be employed before the start of efficacy or safety studies.

The Contractor shall inform BARDA of any upcoming site visits and/or audits of CRO facilities funded under this effort. BARDA reserves the right to accompany the Contractor onsite visits and/or audits of CRO's as BARDA deems necessary.

2. BARDA Review Process: Before Non-Clinical study execution begins BARDA is under the same policy-driven assurances as NIH in that it has a responsibility to ensure that mechanisms and procedures are in place to protect the safety and welfare of animals used in BARDA-funded non-clinical trials. Therefore, before study execution, the Contractor must provide the following (as applicable) for review and comment by BARDA:

   A. IACUC approved (signed) non-clinical research protocol identified by version number, date, or both, including details of study design, euthanasia criteria, proposed interventions, and exclusion criteria.
   B. For non-pivotal mouse studies, the Contractor will provide an annual animal care and use protocol.
   C. Documentation of IACUC approval, including OLAW federal wide number, IACUC registration number, and IACUC name.
   D. Contractors should reduce the number of animals required for a study using power of

statistics.

E. Plans for the management of side effects, rules for interventions and euthanasia criteria.
F. Procedures for assessing and collecting safety data were appropriate.
G. If a study is contracted through Contract Research Organizations (CROs), work orders and service agreements the Contractor shall assure an integrated safety documentation plan is in place for the study site, pharmacy service records on the dosing material to be used and excipients, and laboratory services (including histopathology).
H. Documentation that the Contractor and all required staff responsible for the conduct of the research have received training in the protection and handling of animals, or that the CRO has the required documentation.
I. Purchasing of animals and/or other supplies for non-clinical studies funded in part or in whole by BARDA requires the CO's written approval in accordance with the contract.
J. Provide justification for whether studies require good laboratory practice (GLP) conditions.
K. Provide justification for whether studies will be classified as non-pivotal or pivotal studies.

Documentation of each of the above items shall be submitted to BARDA for evaluation and comment in conjunction with the protocol. Execution of non- clinical studies requires written authorization from BARDA in accordance with this section of the contract.

3. References

Public Health Service Policy on Humane Care and Use of Laboratory Animals: PHSPolicyLabAnimals.pdf (nih.gov)
USDA Animal Welfare Act: Animal Welfare Services and Activities | Animal and Plant Health Inspection Service (usda.gov)

H.2.2. CLINICAL TERMS OF AWARD

These Clinical Terms apply to this contract and all subcontracts that involve clinical research.

The Government shall have unlimited rights to all protocols, data generated from the execution of these protocols, and final reports, funded by the Government under this contract, as defined in FAR 52.227-14 Rights in Data. The Government reserves the right to request that the Contractor provide any contract deliverable in a non-redacted form, to ensure the Government has the ability to review and distribute the deliverables, as the Government deems necessary.

H.2.2.1 Safety and Monitoring Issues

Institutional Review Board (IRB) or Independent Ethics Committee (IEC) Approval

Before award and then with Annual Progress Reports, the Contractor shall submit to the Government a copy of the current IRB or IEC approved informed consent document, documentation of continuing review and approval and the Office of Human Research Protections (OHRP) FWA number for the institution or site, if available.

If other institutions are involved in the research (e.g., a multicenter clinical trial or study), each institution's IRB or IEC must review and approve the protocol. They must also provide the Government with initial and annual documentation of continuing review and approval, including the current approved informed consent document and FWA number.

The Contractor must ensure that the applications as well as all protocols are reviewed by their IRB or IEC.

To help ensure the safety of participants enrolled in BARDA-funded studies, the Contractor must provide the Government a summary explanation and copies of documents related to all major changes in the status of ongoing protocols, including the following:

1. All amendments or changes to the protocol, identified by protocol version number, date, or both and the date becomes valid.
2. All changes in informed consent documents, identified by version number, date, or both and the date it becomes valid.
3. Termination or temporary suspension of patient accrual.
4. Termination or temporary suspension of the protocol.
5. Any change in IRB approval.
6. Any other problems or issues that could affect the participants in the studies.

Contractors must notify BARDA through the COR and CO of any of the above changes within **[***]** business days of notification to Contractor or of Contractor's awareness of such change, which notification to BARDA shall be by email, followed by a letter signed by the institutional business official, detailing notification of the change of status to the local IRB and a copy of any responses from the IRB or IEC.
If a clinical protocol has been reviewed by an Institutional Bio-safety Committee (IBC) or the NIH Recombinant DNA Advisory Committee (RAC), the Contractor must provide information about the initial and ongoing review and approval, if any. See the NIH Guidelines for Research Involving Recombinant DNA Molecules.

H.2.2.2. Data and Safety Monitoring Requirements

The Contractor may be required to conduct independent safety monitoring for clinical trials of investigational drugs, devices, or biologics; clinical trials of licensed products; and clinical research of any type involving more than minimal risk to volunteers. Independent monitoring can take a variety of forms. Phase III clinical trials must have an assigned independent data and safety monitoring board (DSMB); other trials may require DSMB oversight as well. Consistent with other audit provisions in this contract, the Contractor shall inform the Government of any upcoming site visits and/or audits of Contractor facilities funded under this effort. BARDA reserves the right to accompany the Contractor on site visits and/or audits of Contractors and Subcontractors as the Government deems necessary.
The type of monitoring to be used shall be mutually agreed upon between the Contractor and the Government before enrollment starts. Discussions with the responsible COR regarding appropriate safety monitoring and approval of the final monitoring plan by the COR must occur before patient enrollment begins and may include discussions about the appointment of one of the following:

1. **Independent Safety Monitor** – a physician or other appropriate expert who is independent of the study and available in real time to review and recommend appropriate action regarding adverse events and other safety issues.
2. **Independent Monitoring Committee (IMC) or Safety Monitoring Committee (SMC)** – a small group of independent investigators and biostatisticians who review data from a particular study.
3. **Data and Safety Monitoring Board** – an independent committee charged with reviewing safety and trial progress and providing advice with respect to study continuation, modification, and termination. The Contractor may be required to use an established BARDA DSMB or to organize an independent DSMB. All phase III clinical trials must be reviewed by a DSMB; other trials may require DSMB oversight as well. Please refer to: NIAID Principles for Use of a Data and Safety Monitoring Board (DSMB) for Oversight of Clinical Trials Policy. The Government retains the right to place a nonvoting member on the DSMB.

When a monitor or monitoring board is organized, a description of it, its charter, or operating procedures (including

a proposed meeting schedule and plan for review of adverse events), and roster and *curriculum vitae* from all members must be submitted to and approved by the Government before enrollment starts. The Contractor will also ensure that the monitors and board members report any conflicts of interest, and the Contractor will maintain a record of this. The Contractor will share conflict of interest reports with the CO and COR. Additionally, the Contractor must submit written blinded summaries of all reviews conducted by the monitoring group to the Government within **[***]**days of reviews or meetings.

H.2.2.3. BARDA Protocol Review Process Before Patient Enrollment Begins

BARDA has a responsibility to ensure that mechanisms and procedures are in place to protect the safety of participants in BARDA-supported clinical trials. Therefore, before patient accrual or participant enrollment, the Contractor must provide the following (as applicable) for review and approval by the Government:

1. IRB or IEC approved clinical research protocol identified by version number, date, or both, including details of study design, proposed interventions, patient eligibility, and exclusion criteria;
2. Documentation of IRB or IEC approval, including OHRP FWA number, IRB or IEC registration number, and IRB or IEC name;
3. IRB or IEC approved informed consent document, identified by version number, date, or both and date it is valid;
4. Plans for the management of side effects;
5. Procedures for assessing and reporting adverse events;
6. Plans for data and safety monitoring (see B above) and monitoring of the clinical study site, pharmacy, and laboratory;
7. Documentation that the Contractor and all study staff responsible for the design or conduct of the research have received Good Clinical Practice (GCP) training in the protection of human subjects.

BARDA comments will be forwarded to the Contractor within **[***]** weeks (**[***]** business days) of receipt of the above information. The Contractor must address in writing all study design, safety, regulatory, ethical, conflict of interest concerns raised by the COR to the satisfaction of the Government before patient accrual or participant enrollment can begin. After the Government receives the corrected documentation, a written CO Authorization (COA) letter may be provided to the Contractor. This COA provides authorization to the Contractor to execute the specific clinical study funded in part or in whole by the Government.

Documentation of IRB approval, including OHRP FWA number, IRB registration number, and IRB name must be provided to the COR within **[***]** of receipt by the Contractor.

H.2.2.4. Investigational New drug or Investigational Device Exemption Requirements

Consistent with federal regulations, clinical research projects involving the use of investigational therapeutics, vaccines, or other medical interventions (including licensed products and devices for a purpose other than that for which they were licensed) in humans under a research protocol must be performed under a Food and Drug Administration (FDA) investigational new drug (IND) or investigational device exemption (IDE).

Exceptions must be granted in writing by FDA. If a proposed clinical trial for the Contract Product(s) will be performed under an IND or IDE, the Contractor must provide BARDA with the name and institution of the IND or IDE sponsor, the date the IND or IDE was filed with FDA, the FDA IND or IDE number, any written comments from FDA, and the written responses to those comments.

Unless FDA notifies Contractor otherwise, the Contractor must wait **[***]** calendar days from FDA receipt of an initial IND or IDE application before initiating such clinical trial.

The Contractor must notify BARDA if the FDA places the study on clinical hold and provide BARDA any written comments from FDA, written responses to the comments, and documentation in writing that the hold has been lifted. The Contractor must not use grant or contract funds during a clinical hold to fund clinical studies that are on hold other than for activities related to patients coming off the study, monitoring of patients, data analysis, or

winding down the study, The Contractor must not enter into any new financial obligations related to clinical activities for the clinical trial on clinical hold.

H.2.2.5. Required Time-Sensitive Notification

Under an IND or IDE, the sponsor must provide FDA safety reports of serious adverse events. Under these Clinical Terms of Award, the Contractor must submit copies to the responsible COR (COR) as follows:

1. *Expedited safety report of unexpected or life-threatening experience or death* – A copy of any report of unexpected or life-threatening experience or death associated with the use of an IND drug, which must be reported to FDA by telephone or fax as soon as possible but no later than **[***]** days after the IND sponsor's receipt of the information, must be submitted to the CO and the COR within **[***]** of FDA notification.
2. *Expedited safety reports of serious and unexpected adverse experiences* – A copy of any report of unexpected and serious adverse experience associated with use of an IND drug or any finding from tests in laboratory animals that suggests a significant risk for human subjects, which must be reported in writing to FDA as soon as possible but no later than **[***]** calendar days after the IND sponsor's receipt of the information, must be submitted to the CO's Representative within **[***]** of FDA notification.
3. *IDE reports of unanticipated adverse device effect* – A copy of any reports of unanticipated adverse device effect submitted to FDA must be submitted to the COR within **[***]** of FDA notification.
4. *Expedited safety reports* – shall be sent to the COR concurrently with the report to FDA.
5. Other adverse events documented during the course of the trial shall be included in the annual IND or IDE report and reported to the BARDA annually.

In case of problems or issues, the COR will contact the Contractor within **[***]** working days by email, followed within **[***]** calendar days by an official letter to the Contractor. The Contractor shall forward the official letter to the principal investigator listing issues and appropriate actions to be discussed.

Safety reporting for research not performed under an IND or IDE.

Ongoing safety reporting requirements for research not performed under an IND or IDE shall be mutually agreed upon by the COR and the Contractor.

ARTICLE H.3. HUMAN MATERIALS

The acquisition and supply of all human specimen material (including fetal material) used under this contract shall be obtained by the Contractor in full compliance with applicable State and Local laws and the provisions of the Uniform Anatomical Gift Act in the United States, and no undue inducements, monetary or otherwise, will be offered to any person to influence their donation of human material.

The Contractor shall provide written documentation that all human materials obtained as a result of research involving human subjects conducted under this contract, by collaborating sites, or by subcontractors identified under this contract, were obtained with prior approval by the Office for Human Research Protections (OHRP) of an Assurance to comply with the requirements of

45 CFR 46 to protect human research subjects or equivalent international law or regulation. This restriction applies to all collaborating sites without OHRP- approved Assurances, whether domestic or foreign, and compliance must be ensured by the Contractor.

Provision by the Contractor to the CO of a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990- 0263(formerly Optional Form 310), certifying IRB review and approval of the protocol from which the human materials were obtained constitutes the written documentation required. The human subject certification can be met by submission of a

self-designated form provided that it contains the information required by the "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263 (formerly Optional Form 310).

ARTICLE H.4. NEEDLE EXCHANGE

The Contractor shall not use contract funds to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

ARTICLE H.5. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Section 507 of P.L. 104-208 mandates that Contractors funded with Federal dollars, in whole or in part, acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid solicitations and other documents. This requirement is in addition to the continuing requirement to provide an acknowledgment of support and disclaimer on any publication reporting the results of a contract funded activity.

1. Publication and Publicity (Not Including Press Releases)

No information related to data obtained under this contract shall be released to the public or publicized without providing BARDA with at least **[***]** calendar days advanced notice and an opportunity to review the proposed release or publication.

In addition to the requirements set forth in HHSAR Clause 352.227-72, Publications and Publicity incorporated by reference in Section I of this contract, Contractors are required to state:

A. The percentage and dollar amounts of the total program or project costs financed with Federal money and;
B. The percentage and dollar amount of the total costs financed by non-governmental sources. For purposes of this contract "publication" is defined as an issue of printed material offered for distribution or any communication or oral presentation of information, including any manuscript or scientific meeting abstract. Any publication containing data generated under this contract must be submitted for BARDA review no less than **[***]** calendar days for manuscripts and **[***]**calendar days for abstracts before submission for public presentation or publication. Contract support shall be acknowledged in all such publications substantially as follows:

"The work described in this presentation/manuscript was funded [in part/in whole] with federal funds from the U.S. Department of Health and Human Services (HHS); Administration for Strategic Preparedness and Response (ASPR); Center for the Biomedical Advanced Research and Development Authority (BARDA), under contract number 75A50126C00007. The contract and federal funding are not an endorsement of the study results, product, or company."

2. Press Releases

Misrepresenting contract results or releasing information that is injurious to the integrity of BARDA may be construed as improper conduct. Press releases shall be considered to include the public release of information to any medium, excluding peer-reviewed scientific publications. With the exception of ad-hoc press releases required by applicable law or regulations, the Contractor shall ensure that the COR has received an advance copy of any press release related to the contract not less than **[***]** business days prior to the issuance of the press release.

The Contractor shall acknowledge the support of the Department of Health and Human Service, Administration for Strategic Preparedness and Response, Center for the Biomedical Advanced Research and Development Authority, whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

“This project has been funded in whole or in part with federal funds from the U.S. Department of Health and Human Services (HHS); Administration for Strategic Preparedness and Response (ASPR); Center for the Biomedical Advanced Research and Development Authority (BARDA), under contract number 75A50126C00007.”

Note: If the U.S. Federal Government funds a clinical study in whole or in part, the complete contract number must be submitted as a Secondary ID.

ARTICLE H.6. RESTRICTIONS ON ABORTIONS

The Contractor shall not use funds for any abortion(s).

ARTICLE H.7. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

ARTICLE H.8. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

The Contractor shall not use contract funds for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with the March 4, 1997, Presidential Memorandum titled “Prohibition on Federal Funding for Cloning of Human Beings”, federal funds may not be used for cloning of human beings.

ARTICLE H.9. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

ARTICLE H.10. CARE OF LIVE VERTEBRATE ANIMALS

1. Before undertaking performance of any contract involving animal-related activities where the species is regulated by the United States Department of Agriculture (USDA), the Contractor shall register with the Secretary of Agriculture of the United States in accordance with 7 U.S.C. 2136 and 9 CFR 2.25 through 2.28. The Contractor shall furnish evidence of the registration to the CO.

2. The Contractor shall acquire vertebrate animals used in research from a dealer licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR 2.1 through 2.11, or from a source that is exempt from licensing under those sections.

3. The Contractor agrees that the care, use, and intended use of any live vertebrate animals in the performance of this contract shall conform with the Public Health Service (PHS) Policy on Humane Care of Use of

Laboratory Animals (PHS Policy), the current Animal Welfare Assurance (Assurance), the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC) and the pertinent laws and regulations of the United States Department of Agriculture (see 7 U.S.C. 2131 et seq. and 9 CFR subchapter A, Parts 1-4). In case of conflict between standards, the more stringent standard shall govern.

4. If at any time during performance of this contract, the CO determines, in consultation with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), that the Contractor is not in compliance with any of the requirements and standards stated in paragraphs (1) through (3) above, the CO may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the CO's written notice of suspension, the CO may, in consultation with OLAW, NIH, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those contractors with Animal Welfare Assurances.

   Note: The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which its research facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this program may be obtained by contacting the Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737 (Email: ace@aphis.usda.gov); Web site:

   USDA Animal Care Welfare Inspection Procedures for Birds | Animal and Plant Health Inspection Service

ARTICLE H.11. ANIMAL WELFARE

All research involving live, vertebrate animals shall be conducted in accordance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals (PHS Policy). The PHS Policy can be accessed at: http://grants1.nih.gov/grants/olaw/references/phspol.htm

ARTICLE H.12. PAPERWORK REDUCTION ACT

1. This contract involves a requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is outside the scope of their employment, for use by the Federal government or disclosure to third parties; therefore, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq*.) shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single time) may be used without the Office of Management and Budget (OMB) first providing clearance. Contractors and the COR shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officer to determine the procedures for acquiring OMB clearance.

2. The Contractor shall not expend any funds or begin any data collection until the CO provides the Contractor with written notification authorizing the expenditure of funds and the collection of data. The Contractor shall allow at least **[***]** days for OMB clearance. The CO will consider excessive delays caused by the Government which arise out of causes beyond its control and without the fault or negligence of the Contractor in accordance with the Excusable Delays or Default clause of this contract.

ARTICLE H.13. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

ARTICLE H.14. CERTIFICATION OF FILING AND PAYMENT OF TAXES

The Contractor must be in compliance with Section 518 of title V of division H of the Consolidated Appropriations Act of FY 2014.

ARTICLE H.15. CONFIDENTIALITY OF INFORMATION

1. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

2. The CO and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the CO and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

3. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

4. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

5. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the CO prior to any release, disclosure, dissemination, or publication.

6. CO determinations will reflect the result of internal coordination with appropriate program and legal officials.

7. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ARTICLE H.16. INSTITUTIONAL RESPONSIBILITY REGARDING INVESTIGATOR CONFLICTS OF INTERESTS

The Institution (includes any Contractor, public or private, excluding a Federal authority) shall comply with the requirements of 45 CFR Part 94, Responsible Prospective Contractors, which promotes objectivity in research by establishing standards to ensure that Investigators (defined as the project director or principal Investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research funded under BARDA contracts, or proposed for such funding, which may include, for example, collaborators or consultants) will not be biased by any Investigator financial conflicts of interest. 45 CFR Part 94 is available at the following Web site:eCFR :: 45 CFR Part 94 -- Responsible Prospective Contractors

As required by 45 CFR Part 94, the Institution shall, at a minimum:

1. Maintain an up to date, written, enforceable policy on financial conflicts of interest that complies with 45 CFR

Part 94, inform each Investigator of the policy, the Investigator's reporting responsibilities regarding disclosure of significant financial interests, and the applicable regulation, and make such policy available via a publicly accessible Web site, or if none currently exist, available to any requestor within five business days of a request. A significant financial interest means a financial interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's institutional responsibilities:

A. With regard to any publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds $5,000. Included are payments and equity interests;
B. With regard to any non-publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest; or
C. Intellectual property rights and interests, upon receipt of income related to such rights and interest.

Significant financial interests do not include the following:

A. Income from seminars, lectures, or teaching, and service on advisory or review panels for government agencies, Institutions of higher education, academic teaching hospitals, medical centers, or research institutes with an Institution of higher learning; and
B. Income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles.
C. Salary, royalties, or other remuneration paid by the Institution to the Investigator if the Investigator is currently employed or otherwise appointed by the Institution, including intellectual property rights assigned to the Institution and agreements to share in royalties related to such rights;
D. Any ownership interest in the Institution held by the Investigator, if the Institution is a commercial or for-profit organization;

2. Require each Investigator to complete training regarding the Institution's financial conflicts of interest policy prior to engaging in research related to any BARDA funded contract and at least every four years. The Institution must take reasonable steps [see Part 94.4(c)] to ensure that investigators working as collaborators, consultants or subcontractors comply with the regulations.

3. Designate an official(s) to solicit and review disclosures of significant financial interests from each Investigator who is planning to participate in, or is participating in, the BARDA funded research.

4. Require that each Investigator who is planning to participate in the BARDA funded research disclose to the Institution's designated official(s) the Investigator's significant financial interest (and those of the Investigator's spouse and dependent children) no later than the date of submission of the Institution's proposal for BARDA funded research. Require that each Investigator who is participating in the BARDA funded research to submit an updated disclosure of significant financial interests at least annually, in accordance with the specific time period prescribed by the Institution during the period of the award as well as within thirty days of discovering or acquiring a new significant financial interest.

5. Provide guidelines consistent with the regulations for the designated official(s) to determine whether an Investigator's significant financial interest is related to BARDA funded research and, if so related, whether the significant financial interest is a financial conflict of interest. An Investigator's significant financial interest is related to BARDA funded research when the Institution, thorough its designated official(s), reasonably determines that the significant financial interest: Could be affected by the BARDA funded

research; or is in an entity whose financial interest could be affected by the research. A financial conflict of interest exists when the Institution, through its designated official(s), reasonably determines that the significant financial interest could directly and significantly affect the design, conduct, or reporting of the BARDA funded research.

6. Take such actions as necessary to manage financial conflicts of interest, including any financial conflicts of a subcontractor Investigator. Management of an identified financial conflict of interest requires development and implementation of a management plan and, if necessary, a retrospective review and mitigation report pursuant to Part 94.5(a).

7. Provide initial and ongoing FCOI reports to the CO pursuant to Part 94.5(b).

8. Maintain records relating to all Investigator disclosures of financial interests and the Institution's review of, and response to, such disclosures, and all actions under the Institution's policy or retrospective review, if applicable, for at least 3 years from the date of final payment or, where applicable, for the other time periods specified in 48 CFR Part 4, subpart 4.7, Contract Records Retention.

9. Establish adequate enforcement mechanisms and provide for employee sanctions or other administrative actions to ensure Investigator compliance as appropriate.

If the failure of an Institution to comply with an Institution's financial conflicts of interest policy or a financial conflict of interest management plan appears to be biased the design, conduct, or reporting of the BARDA funded research, the Institution must promptly notify the CO of the corrective action taken or to be taken. The CO will consider the situation and, as necessary, take appropriate action or refer the matter to the Institution for further action, which may include directions to the Institution on how to maintain appropriate objectivity in the BARDA funded research project.

The CO and/or HHS may inquire at any time before, during, or after award into any Investigator disclosure of financial interests, and the Institution's review of, and response to, such disclosure, regardless of whether the disclosure resulted in the Institution's determination of a financial conflict of interests. The CO may require submission of the records or review them on site. On the basis of this review of records or other information that may be available, the CO may decide that a particular financial conflict of interest will bias the objectivity of the BARDA funded research to such an extent that further corrective action is needed or that the Institution has not managed the financial conflict of interest in accordance with Part 94.6(b). The issuance of a Stop Work Order by the CO may be necessary until the matter is resolved.

If the CO determines that BARDA funded clinical research, whose purpose is to evaluate the safety or effectiveness of a drug, medical device, or treatment, has been designed, conducted, or reported by an Investigator with a financial conflict of interest that was not managed or reported by the Institution, the Institution shall require the Investigator involved to disclose the financial conflict of interest in each public presentation of the results of the research and to request an addendum to previously published presentations.

ARTICLE H.17. RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

The Contractor shall not use contract funds to employ workers described in Section 274A (h)(3) of the Immigration and National Act, which reads as follows:
“(3) Definition of unauthorized alien – As used in this Section, the term ‘unauthorized alien’ with respect to the employment of an alien at a particular time, that the alien is not at that time either an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General.”

ARTICLE H.18. REPORTING MATTERS INVOLVING FRAUD, WASTE, AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in BARDA funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll-free number is **1-800-HHS-TIPS (1-800-447-8477).**All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov, and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.19. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

The Contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and Pub. L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

ARTICLE H.20. ACCESS TO DOCUMENTATION/DATA

The Government shall have physical and electronic access to all documentation and data generated under this contract, including: all data documenting Contractor performance, all data generated, all communications and correspondence with regulatory agencies and bodies to include all audit observations, inspection reports, milestone completion documents, and all Contractor commitments and responses. The Contractor shall provide the Government with an electronic copy of all correspondence with the FDA relating to performance under this contract within **[***]** business days of receipt. The Government shall acquire unlimited rights to all data funded under any contract awarded in accordance with FAR Subpart 27.4 and FAR Clause 52.227-14.

ARTICLE H.21. IDENTIFICATION AND DISPOSITION OF DATA

The Contractor will be required to provide certain data generated under this contract to the Department of Health and Human Services (HHS). HHS reserves the right to review any other such data determined by HHS to be relevant to this contract. The Contractor shall keep copies of all data required by the Food and Drug Administration (FDA) relevant to this contract for the time specified by the FDA.

ARTICLE H.22. DISSEMINATION OF INFORMATION

No data obtained under this contract shall be released to the public or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading or as may otherwise be required to comply with the public company disclosure requirements; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions or contractual obligations, or other business transactions.

ARTICLE H.23. PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM ASPR FUNDED RESEARCH

All ASPR-funded investigators shall submit to the NIH National Library of Medicine's (NLM) PubMed Central (PMC) an electronic version of the author's final manuscript, upon acceptance for publication, of any peer-reviewed scientific publications resulting from research supported in whole or in part with Federal funds from the Department of Health and Human Services; Administration for Strategic Preparedness and Response. ASPR defines the author's final manuscript as the final version accepted for journal publication and includes all modifications from the publishing peer review process. The PMC archive will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and ASPR. The Policy directs electronic submissions to the NIH/NLM/PMC: http://www.pubmedcentral.nih.gov.

ARTICLE H.24. CONFLICT OF INTEREST

The Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR 2.101 and Subpart 9.5, or that the Contractor has disclosed all such relevant information. Prior to commencement of any work, the Contractor agrees to notify the CO promptly that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the CO any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within **[***]** working days. The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor shall promptly make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the CO of any contrary action to be taken. Remedies include termination of this contract for convenience, in whole or in part, if the CO deems such termination necessary to avoid an organizational conflict of interest.

If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

ARTICLE H.25. RESEARCH INVOLVING HUMAN FETAL TISSUE

All research involving human fetal tissue shall be conducted in accordance with the Public Health Service Act, 42 U.S.C. 289g-1 and 289g-2. Implementing regulations and guidance for conducting research on human fetal tissue may be found at 45 CFR 46, Subpart B and http://grants1.nih.gov/grants/guide/notice-files/not93-235.html and any subsequent revisions to this NIH Guide to Grants and Contracts ("Guide") Notice.

The Contractor shall make available, for audit by the Secretary, HHS, the physician statements and informed consents required by 42 USC 289g-1(b) and (c), or ensure HHS access to those records, if maintained by an entity other than the Contractor.

ARTICLE H.26. PRIVACY ACT APPLICABILITY

1. Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFR Part 5b, Privacy Act Regulations, may be obtained at eCFR : 45 CFR Part 5b -- Privacy Act Regulations

2. The Project Officer/COR is hereby designated as the official who is responsible for monitoring Contractor compliance with the Privacy Act.

3. The Contractor shall follow the Privacy Act guidance as contained in the Privacy Act System of Records number 09-25-0200. This document may be obtained at the following link: Federal Register :: Privacy Act of 1974; Annual Publication of Systems of Records

ARTICLE H.27. SECURITY REPORTING REQUIREMENT

Violations of established security protocols shall be reported to the CO and COR upon discovery within **[***]** of its knowledge or notification of any compromise, intrusion, loss or interference of its security processes and procedures. The Contractor shall ensure that all software components that are not required for the operation and maintenance of the database/control system has been removed and/or disabled. The Contractor shall provide to the CO and the COR information appropriate to Information and Information Technology software and service updates and/or workarounds to mitigate all vulnerabilities associated with the data and shall maintain the required level of system security.

The Contractor will investigate violations to determine the cause, extent, loss or compromise of sensitive program information, and corrective actions taken to prevent future violations. The CO in coordination with BARDA will determine the severity of the violation. Any contractual actions resulting from the violation will be determined by the CO.

ARTICLE H.28. FOREIGN TRANSFER OF ASSETS OR TECHNOLOGY

This clause shall remain in effect during the term of the Contract and for **[***]** years thereafter.

1. Definitions

AFFILIATES: Associated business concerns, non-profit organizations, or individuals if, directly or indirectly, (1) either one controls or can control the other; or (2) a third-party controls or can control both.

ASSET(S): Tangible or intangible manifestations of technologies having economic value and capable of being conveyed between economic or Governmental entities that is the focus/scope of development by the U.S. Government (“USG”) and Contactor in this Contract.

FOREIGN FIRM OR INSTITUTION: A firm or institution organized or existing under the laws of a country other than the United States of America (U.S.), its territories, or possessions. The term includes, for purposes of this Contract, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

TECHNOLOGY: Technical Data, Computer Software, manufactured materials, and Subject Inventions funded by the USG under this Contract. Technology also includes contractor know how and personnel expertise, as well as other Assets necessary to assure successful completion of this Contract.

U.S. FIRM OR INSTITUTION: A firm or institution organized or existing under the laws of the United States, its territories, or possessions. The term includes, for purposes of this Contract, any agency or instrumentality of the USG; and firms, institutions or business organizations which are owned or substantially controlled by U.S. citizens, firms, institutions, governmental agencies, or individuals.

2. General

The Parties agree that research findings and technological developments made under this Contract constitute an investment by the USG on behalf of its citizens in the interest of their economic and national health security. These investments are made for the primary benefit of the citizenry of the U.S. with those same benefits potentially

accruing to the people of all nations. Therefore, the USG has a fiduciary responsibility to protect the full invested value of the Assets and Technology developed under this Contract. The USG is also cognizant of the duty the Contractor has to its shareholders and other stakeholders with a vested interested in the economic success of the Contractor. At times both parties are aware their respective interests may diverge. Therefore, in the course of conducting business though the Contract, access to technology developments under this Contract by Foreign Firms or Institutions must be carefully considered.

3. Export Controls

Contractor agrees to comply with all applicable laws regarding export controls and not to export any Asset or Technology to any U.S. embargoed countries. Contractors may consult with the Department of State with any questions regarding the International Traffic in Arms Regulation (ITAR) (22 CRF Parts 120-130) and /or the Department of Commerce regarding the Export Administration Regulations (15 CRF Parts 730-774).

4. Post-award Transfer of Assets or Technology

The Contractor shall provide notice to the CO and COR within **[***]** business days of receipt of a written proposal or offer for transfer of any Asset or Technology funded under this Contract from the Contractor to a Foreign Firm or Institution, which written proposal or offer may be considered by the Contractor. Notice will also be given within **[***]** business days of any discussions of a proposed transfer of operational, corporate, or economic control of Assets and Technology funded under this Contract to Foreign Firms or Institutions. This Article shall not apply to transfers by the Contractor to Affiliated entities of Contractor.

Prior to transferring any Asset funded by the USG under this Contract, the Contractor should carefully review the USG rights under FAR Subpart 42.12 pertaining to Novation, specifically FAR section 42.1204. That provision provides that the USG may recognize a third-party assignment only if the transfer of Assets and Technology is determined to be in the USG's interests. The Contractor should be aware that the USG is under no obligation to recognize a successor in interest. If the CO determines that a transfer of Assets and Technology may have adverse consequences to the economic well-being or national health security interests of the U.S., the Contractor, and the CO shall jointly endeavor to find alternatives to the proposed transfer which obviates or mitigates potential adverse consequences of the transfer, but which may provide substantially equivalent benefits to the Contractor.

In addition to the USG's licensing rights in subject inventions and technical data funded under this Contract, as provided under FAR 52.227-11 (Patent Rights—Ownership by the Contractor) and FAR 52.227-14 (Rights in Data—General), the USG will have an initial opportunity to consider the purchase of any Asset and/or Technology funded under the Contract in connection with a proposed Asset or corporate transfer. The USG may elect to exercise this right by providing written notice to the Contractor within **[***]** calendar days following receipt of the Contractor's initial notification of its intent to pursue such a transfer. This does not apply to outlicensing.

Except for transfers to affiliates of the Contractor, the Contractor shall provide written notice to the CO and COR of the scheduled transfer to a Foreign Firm or Institution at least **[***]** calendar days prior to the scheduled date of transfer. Such notice shall cite this Article and shall specifically identify the Asset or Technology proposed for the transfer and the general terms of the transfer. **Except for transfers to affiliates, no transfer shall take place without written concurrence from the CO.**

5. Transfer to a Prohibited Source

In the event of a transfer of an Asset and/or Technology by the Contractor to a Foreign Firm or Institution which is identified as a Prohibited Source pursuant to Federal Acquisition Regulation Subpart 25.7: (a) the Government may terminate this contract for cause and (b) the license rights to the technical data and subject invention under the relevant FAR IP Clauses (FAR Clause 52.227-11 and FAR Clause 52-227-14) shall survive the termination. Upon request of the USG, the Contractor shall provide written confirmation of such licenses.

ARTICLE H.29. LABORATORY LICENSE REQUIREMENTS

The Contractor shall comply with all applicable requirements of Section 353 of the Public Health Service Act (Clinical Laboratory Improvement Act as amended) (42 U.S.C. 263a and 42 CFR Part 493). This requirement shall also be included in any subcontract for services under the contract.

ARTICLE H.30. REGISTRATION WITH THE SELECT AGENT PROGRAM FOR WORK INVOLVING THE POSSESSION, USE, AND/OR TRANSFER OF SELECT BIOLOGICAL AGENTS OR TOXINS

Work involving select biological agents or toxins shall not be conducted under this contract until the Contractor and any affected subcontractor(s) are granted a certificate of registration or are authorized to work with the applicable select agents.

For prime or subcontract awards to domestic institutions who possess, use, and/or transfer Select Agents under this contract, the institution must complete registration with the Centers for Disease Control and Prevention (CDC), Department of Health and Human Services (DHHS) or the Animal and Plant Health Inspection Services (APHIS), U.S. Department of Agriculture (USDA), as applicable, before performing work involving Select Agents, in accordance with 42 CFR 73. No Government funds can be used for work involving Select Agents, as defined in 42 CFR 73, if the final registration certificate is denied.

For prime or subcontract awards to foreign institutions who possess, use, and/or transfer Select Agents under this contract, the institution must provide information satisfactory to the Government that a process equivalent to that described in 42 CFR 73 (eCFR :: 42 CFR Part 73 -- Select Agents and Toxins) for U.S. institutions is in place and will be administered on behalf of all Select Agent work sponsored by these funds before using these funds for any work directly involving the Select Agents. The Contractor must provide information addressing the following key elements appropriate for the foreign institution: safety, security, training, procedures for ensuring that only approved/appropriate individuals have access to the Select Agents, and any applicable laws, regulations and policies equivalent to 42 CFR 73. The Government will assess the policies and procedures for comparability to the U.S. requirements described in 42 CFR Part 73. When requested by the CO, the Contractor shall provide key information delineating any laws, regulations, policies, and procedures applicable to the foreign institution for the safe and secure possession, use, and transfer of Select Agents. This includes summaries of safety, security, and training plans, and applicable laws, regulations, and policies. For the purpose of security risk assessments, the Contractor must provide the names of all individuals at the foreign institution who will have access to the Select Agents and procedures for ensuring that only approved and appropriate individuals have access to Select Agents under the contract.

Listings of HHS select agents and toxins, biologic agents and toxins, and overlap agents or toxins as well as information about the registration process, can be obtained on the Select Agent Program Web site at Federal Select Agent Program (selectagents.gov)

ARTICLE H.31. SHARING RESEARCH DATA

The Contractor's data sharing plan shall be incorporated by reference herein upon issuance, due date to be determined at contract award. The Contractor agrees to adhere to its plan and shall request prior approval of the CO for any changes in its plan.

BARDA endorses the sharing of final research data to serve health. This contract is expected to generate research data that must be shared with the public and other researchers.

BARDA recognizes that data sharing may be complicated or limited, in some cases, by institutional policies, local

IRB rules, as well as local, state and Federal laws and regulations, including the Privacy Rule (see HHS-published documentation on the Health Information Privacy at (https://www.hhs.gov/hipaa/for-individuals/index.html). The rights and privacy of people who participate in BARDA- funded research must be protected at all times; thus, data intended for broader use should be free of identifiers that would permit linkages to individual research participants and variables that could lead to deductive disclosure of the identity of individual subjects.

ARTICLE H.32. PROTECTION OF PERSONNEL WHO WORK WITH NONHUMAN PRIMATES

All Contractor personnel who work with nonhuman primates or enter rooms or areas containing nonhuman primates shall comply with the procedures set forth in NIH Policy Manual 3044-2, entitled, "Protection of NIH Personnel Who Work with Nonhuman Primates," located at the following URL: http://www1.od.nih.gov/oma/manualchapters/intramural/3044-2/_3044-2 - Protection of NIH Personnel Who Work with Nonhuman Primates

ARTICLE H.33. CONFIDENTIALITY OF INFORMATION

1. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
2. The CO and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the CO and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
3. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
4. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
5. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the CO prior to any release, disclosure, dissemination, or publication.
6. CO determinations will reflect the result of internal coordination with appropriate program and legal officials.
7. The provisions of paragraph (4) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ARTICLE H.34. COMPLIANCE WITH EXECUTIVE ORDER NUMBER 14292:

Material Compliance Requirement: Contractor agrees that full compliance with the terms of Executive Order Number 14292 titled Improving the Safety and Security of Biological Research (the “Order”) and any applicable regulations is material to the Government’s payment decisions for purposes of 31 U.S.C. § 3729(b)(4), consistent with existing laws and regulations.

Certification Regarding Research Activities: By executing this contract, Contractor certifies that it does not operate, participate in, or fund any dangerous gain-of-function research or other life-science research conducted in foreign countries that could cause significant societal consequences or generate unnecessary national security risks, and that all such activities, if any, are in full compliance with the Order and the policies set forth therein.

Institutional Responsibility for Violations: The Contractor acknowledges and agrees that if an

individual violates The Order or applicable regulations, the individual's employer or affiliated institution would be deemed in violation of the order.

Consequences of Noncompliance: The Contractor further acknowledges that any recipient, employer, or institution found to be in violation of the Order or applicable regulations may be subject to immediate revocation of ongoing Federal funding and may be rendered ineligible for Federal life-sciences grant funds offered by the Department of Health and Human Services and other relevant agencies for a period of up to five (5) years.

PART II – CONTRACT CLAUSES

Section I – Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. FAR clauses incorporated into this contract apply to work performed under fixed-price and cost-reimbursement CLINs respectively based on the implementing instructions for each clause.

ARTICLE I.1. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

Full text of the FAR clauses may be accessed electronically at: FAR | Acquisition.GOV All sections marked **DEV**constitute a deviation and are in accordance with the Revolutionary FAR Overhaul.

Reg	Clause	Date	Clause Title
FAR	52.202-1	Jun 2020	Definitions
FAR	52.203-3	Apr 1984	Gratuities
FAR	52.203-5	May 2014	Covenant Against Contingent Fees
FAR	52.203-6	Jun 2020	Restrictions on Subcontractor Sales to the Government
FAR	52.203-7	Jun 2020	Anti-Kickback Procedures
FAR	52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	May 2014	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-12	Jun 2020	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.203-13	Nov 2021	Contractor Code of Business Ethics and Conduct
FAR	52.203-14	Nov 2021	Display of Hotline Poster(s)
FAR	52.203-17	Nov 2023	Contractor Employee Whistleblower Rights

FAR	52.203-19	Jan 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
FAR	52.204-10	DEV Jul 2026	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.204-13	DEV Jul 2026	System for Award Management Maintenance
FAR	52.204-14	DEV Jul 2026	Service Contract Reporting Requirements
FAR	52.204-19	Dec 2014	Incorporation by Reference of Representations and Certifications
FAR	52.209-6	DEV Jul 2026	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment or Voluntarily Excluded
FAR	52.209-9	DEV Jul 2026	Updates of Publicly Available Information Regarding Responsibility Matters
FAR	52.209-10	DEV Jul 2026	Prohibition on Contracting with Inverted Domestic Corporations
FAR	52.210-1	DEV Jul 2026	Market Research
FAR	52.215-2	DEV Jul 2026	Audit and Records – Negotiation
FAR	52.215-8	DEV Jul 2026	Order of Precedence - Uniform Contract Format
FAR	52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data
FAR	52.215-12	DEV Jul 2026	Subcontractor Certified Cost or Pricing Data
FAR	52.215-14	Nov 2021	Integrity of Unit Prices
FAR	52.215-15	DEV Jul 2026	Pension Adjustments and Asset Reversions
FAR	52.215-18	DEV Jul 2026	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions
FAR	52.215-19	DEV Jul 2026	Notification of Ownership Changes
FAR	52.215-21	DEV Jul 2026	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -Modifications
FAR	52.215-23	DEV Jul 2026	Limitations on Pass-Through Charges
FAR	52.216-7	DEV Jul 2026	Allowable Cost and Payment
FAR	52.216-12	Apr 1984	Cost-Sharing Contract – No Fee
FAR	52.217-8	Nov-99	Option to Extend Services
FAR	52.217-9	Mar-00	Option to Extend the Term of the Contract
FAR	52.219-8	DEV Jul 2026	Utilization of Small Business Concerns
FAR	52.219-28	DEV Jul 2026	Post-Award Small Business Program Rerepresentation
FAR	52.222-2	DEV Jul 2026	Payment for Overtime Premiums
FAR	52.222-3	DEV Jul 2026	Convict Labor
FAR	52.222-35	DEV Jul 2026	Equal Opportunity for Veterans
FAR	52.222-36	DEV Jul 2026	Equal Opportunity for Workers with Disabilities
FAR	52.222-37	DEV Jul 2026	Employment Reports on Veterans
FAR	52.222-40	DEV Jul 2026	Notification of Employee Rights Under the National Labor Relations Act
FAR	52.222-50	DEV Jul 2026	Combating Trafficking in Persons
FAR	52.222-54	DEV Jul 2026	Employment Eligibility Verification

FAR	52.222-90	DEV Jul 2026	Addressing DEI Discrimination by Federal Contractors
FAR	52.223-23	DEV Jul 2026	Sustainable Products
FAR	52.224-1	Apr 1984	Privacy Act Notification
FAR	52.224-2	Apr 1984	Privacy Act
FAR	52.224-3	Jan 2017	Privacy Training
FAR	52.225-13	Feb 2021	Restrictions on Certain Foreign Purchases
FAR	52.226-7	May 2024	Drug-Free Workplace
FAR	52.226-8	May 2024	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR	52.227-1	Jun 2020	Authorization and Consent, Alternate 1 (APR 1984)
FAR	52.227-2	Jun 2020	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-11	May 2014	Patent Rights – Ownership by the Contractor
FAR	52.227-14	May 2014	Rights in Data – General
FAR	52.227-14	May 2014	Rights in Data – General (Alt II)
FAR	52.227-16	June 1987	Additional Data Requirements
FAR	52.228-7	Mar 1996	Insurance – Liability to Third Persons
FAR	52.232-9	Apr 1984	Limitation on Withholding of Payments
FAR	52.232-17	May 2014	Interest
FAR	52.232-20	DEV Jul 2026	Limitation of Cost
FAR	52.232-23	May 2014	Assignment of Claims
FAR	52.232-25	Jan 2017	Prompt Payment, Alternate I (Feb 2002)
FAR	52.232-33	Oct 2018	Payment by Electronic Funds Transfer-System for Award Management
FAR	52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
FAR	52.232-40	Mar 2023	Providing Accelerated Payments to Small Business Subcontractors
FAR	52.233-1	DEV Jul 2026	Disputes
FAR	52.233-3	DEV Jul 2026	Protest After Award Alternate I (Nov 2025)
FAR	52.233-4	DEV Jul 2026	Applicable Law for Breach of Contract Claim
FAR	52.240-91	DEV Jul 2026	Security Prohibitions and Exclusions
FAR	52.240-93	DEV Jul 2026	Basic Safeguarding of Covered Contractor Information Systems
FAR	52.242-1	Apr 1984	Notice of Intent to Disallow Costs
FAR	52.242-3	DEV Jul 2026	Penalties for Unallowable Costs
FAR	52.242-4	Jan 1997	Certification of Final Indirect Costs
FAR	52.242-13	Jul 1995	Bankruptcy
FAR	52.243-2	DEV Jul 2026	Changes—Cost-Reimbursement Alternate V (Apr 1984).
FAR	52.244-2	Jun 2020	Subcontracts, Alternate 1 (Jun 2020)
FAR	52.244-5	Aug 2024	Competition in Subcontracting
FAR	52.244-6	DEV Jul 2026	Subcontracts for Commercial Products and Commercial Services
FAR	52.245-1	Sep 2021	Government Property

FAR	52.245-9	Apr 2012	Use and Charges
FAR	52.246-5	Apr 1984	Inspection of Services – Cost-Reimbursement
FAR	52.246-25	Feb 1997	Limitation of Liability—Services
FAR	52.248-1	Jun 2020	Value Engineering
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement)
FAR	52.252-2	Feb 1998	Clauses Incorporated by Reference
FAR	52.252-6	Nov 2020	Authorized Deviations in Clauses

ARTICLE I.2. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

Full text of the HHSAR clauses can be found at https://www.hhs.gov/grants-contracts/contracts/contract-policies-regulations/hhsar-overhaul/index.html

GUIDE	NUMBER	DATE	TITLE
HHSAR	352.203-70	Dec 2015	Anti-Lobbying
HHSAR	352.208-70	Feb 2026 (RFO DEV)	Printing and Duplication
HHSAR	352.211-1	Nov 2025 (RFO DEV)	Public Accommodations and Commercial Facilities
HHSAR	352.211-3	Feb 2026 (RFO DEV)	Paperwork Reduction Act
HHSAR	352.209-2	Feb 2026 (RFO DEV)	Contractor Compliance with Defending Women and Protecting Children Requirements – Certification
HHSAR	352.223-70	Dec 2015	Safety and Health
HHSAR	352.224-70	Feb 2024 (DEV)	Notification of System of Records Notice
HHSAR	352.224-71	Feb 2024 (DEV)	Confidential Information
HHSAR	352.226-1	Mar 2025 (DEV)	Indian Preference
HHSAR	352.227-70	Dec 2015	Publications and Publicity
HHSAR	352.233-71	Dec 2015	Litigation and Claims
HHSAR	352.235-72	Mar 2026 (RFO DEV)	Needle Exchange
HHSAR	352.235-73	Dec 2015	Continued Ban on Funding Abortion and Continued Ban on Funding of Human Embryo Research
HHSAR	352.235-75	Mar 2026	Care of Live Vertebrate Animals
HHSAR	352.237-75	Dec 2025	Key Personnel

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

I.3.1. ADDITIONAL HHS ACQUISITION REGULATION (HHSAR) CLAUSES- IN FULL TEXT

HHSAR Clause 352.232-71 – Electronic Submission of Payment Requests (Feb 2022)

a. *Definitions.* As used in this clause—

a. "*Payment request*" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

b. Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at

www.ipp.gov or any successor site.

c. The Contractor may submit payment requests using other than IPP only when the CO authorizes alternate procedures in writing in accordance with HHS procedures.
d. If alternate payment procedures are authorized, the Contractor shall include a copy of the CO's written authorization with each payment request.

HHSAR 352.231-70 Salary rate limitation (Feb 2026)(RFO Deviation)

a. The Contractor shall not use contract funds to pay the direct salary of an individual at a rate in excess of the Federal Executive Schedule Level II in effect on the date the funding was obligated.

b. For purposes of the salary rate limitation, the terms ‘‘direct salary,’’ salary,’’ and ‘‘institutional base salary’’ have the same meaning and are collectively referred to as ‘‘direct salary’’ in this clause. An individual’s direct salary is the annual compensation that the Contractor pays for an individual’s direct effort (costs) under the contract. Direct salary excludes any income that an individual may be permitted to earn outside of duties to the Contractor. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or facilities and administrative costs).

c. The salary rate limitation does not restrict the salary that an organization may pay an individual working under a Department of Health and Human Services contract or order; it merely limits the portion of that salary that may be paid with federal funds.

d. The salary rate limitation also applies to individuals under subcontracts.

e. If this is a multiple-year contract or order, it may be subject to unilateral modification by the CO to ensure that an individual is not paid at a rate that exceeds the salary rate limitation provision established in the HHS appropriations act used to fund this contract.

f. See the salaries and wages pay tables on the U.S. Office of Personnel Management website for federal Executive Schedule salary levels.

(End of clause)

I.3.2. ADDITIONAL FEDERAL REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES-IN FULL TEXT

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor within **[***]**days.

FAR 53.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **[***]** days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **[***]** days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.
(End of clause)

PART III – ATTACHMENTS

Section J – List of Attachments

The following documents are attached and incorporated in this contract as attachments:

1. [***]
2. [***]
3. [***]
4. [***]
5. [***]
6. [***]
7. [***]
8. [***]
9. [***]
10. [***]
11. [***]

ATTACHMENT #1 – [***]

ATTACHMENT #2 – [***]

ATTACHMENT #3 – [***]

ATTACHMENT #4 – [***]

ATTACHMENT 5 – [***]

ATTACHMENT 6 – [***]

ATTACHMENT 7 – [***]

ATTACHMENT 8 – [***]

ATTACHMENT 9 – [***]

ATTACHMENT 10 – [***]

ATTACHMENT 11 – [***]

Exhibit 31.1

CERTIFICATIONS

I, David Angulo, certify that:

1. I have reviewed this Form 10-Q of SCYNEXIS, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 4, 2026

/s/ David Angulo, M.D.

David Angulo, M.D.
Chief Executive Officer
Principal Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Sanjay Subramanian, certify that:

1. I have reviewed this Form 10-Q of SCYNEXIS, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 4, 2026

/s/ Sanjay Subramanian

Sanjay Subramanian
Chief Financial Officer
Principal Financial Officer

Exhibit 32.1

CERTIFICATION

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), David Angulo, Chief Executive Officer of SCYNEXIS, Inc. (the "Company"), and Sanjay Subramanian, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended September 30, 2026, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act, and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

In Witness Whereof, the undersigned have set their hands hereto as of November 4, 2026.

/s/ David Angulo, M.D.	/s/ Sanjay Subramanian
David Angulo, M.D. Chief Executive Officer	Sanjay Subramanian Chief Financial Officer

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of SCYNEXIS, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.