

**AMENDMENT NO. 8
TO AGREEMENT NO. PY-0272 BETWEEN
SAN MATEO COUNTY
AND
THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY
UNDER NATIONAL INSTITUTES OF HEALTH 5 U01 AI027666-18**

This Agreement is hereby amended as follows:

Description of change(s) made effective August 31, 2005:

1. **Subaward Agreement Number is changed to: PR-0272-6025-A**
2. **Delete Article 3.b. Invoices and Article 3.e. Completion Invoice**
3. **Article 4. BILLING**

Subrecipient shall submit quarterly invoices (January 15, April 15, July 15 and October 15) for costs incurred to date but not previously invoiced. Each invoice shall follow the form and content of the sample invoice at **Attachment C**, and reference in full the STANFORD Subaward Number and the amount expended in the current period and cumulatively to date by major cost category. Subrecipient will be notified if additional information is required. All invoices must include the following signed certification:

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the Subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the Subaward. I further certify that payment for the costs claimed above has not been received.

The final invoice, signed, certified and clearly marked FINAL, must be received within 60 days of Agreement end date. STANFORD's final payment to Subrecipient shall be forwarded upon receipt and acceptance of all required reports (see Article 7). In order to comply with its sponsor obligations, STANFORD must receive Subrecipient's final invoice within 60 days of the Agreement end date. If final invoice is not received within 60 days, STANFORD may not pay Subrecipient's final invoice. Invoices must reference the Subaward number and shall be submitted to the Finance contact listed in **Attachment D**.

4. **Article 24. COMMUNICATIONS**

See **Attachment D** for contact information.

5. **Article 33. INTELLECTUAL PROPERTY**

STANFORD agrees that Subrecipient shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient in the performance of the project and developed using Subrecipient's facilities and personnel ("Subrecipient Technology"). Subrecipient agrees that STANFORD shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by STANFORD personnel and using STANFORD facilities under this Subaward Agreement ("STANFORD Technology"). Technology that is jointly developed by Subrecipient and STANFORD personnel, or developed solely by Subrecipient but involving more than incidental use of STANFORD's facilities, shall be jointly owned ("Joint Technology").

6. Article 34. **EXPORT CONTROLLED INFORMATION**

In the event that export controlled information is required to be provided by the Subrecipient to STANFORD, Subrecipient will so inform STANFORD in writing, directed to the Contract & Grant Officer listed in **Attachment D**, prior to any such disclosure, and shall not forward or provide any export controlled information to STANFORD without the express written permission of STANFORD. The burden shall be on the party disclosing the export controlled information to make it available only to eligible individuals as designated by STANFORD, or to obtain the appropriate license or approval from the relevant agency, or to invoke an available exception, exemption, or exclusion. STANFORD shall have the right to terminate the Agreement under Article 14, "Termination," if the disclosure of export controlled information, under license or otherwise, would destroy STANFORD's ability to invoke the fundamental research exclusion with regard to the conduct or reporting of its research.

7. Article 35. **ORDER OF PRECEDENCE**

In the event of any inconsistency among sections of this Agreement, the order of precedence will be as follows: (1) the terms and conditions required to be flowed down from the prime award; (2) the terms and conditions of this Agreement.

The terms and conditions of this Agreement take precedence over any of the following documents which Subrecipient or Subrecipient's personnel may have executed in connection with this project: STANFORD Form SU-18 (Patent and Copyright Agreement for Stanford Personnel) or STANFORD Form 18-A (Patent and Copyright Agreement for Personnel at Stanford Who Have a Prior Existing and Conflicting Intellectual Property Agreement with Another Employer).

Except as modified above, all other terms and conditions remain unchanged.

SAN MATEO COUNTY

THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY

By: _____

By:  _____

Name: _____

Richard S. Gordon

Name: _____

CSILLA M. CSAPLÁR

ASSOCIATE CONTRACT AND GRANT OFFICER

Title: President, Board of Supervisors
San Mateo County

Title: _____

Date: _____

Date: 8/31/05

ATTACHMENT C

Stanford University Invoice Form

STANFORD Subaward Number: PR-0272-6025-A

Send all payments to: (Subrecipient's Name and Address)

STANFORD UNIVERSITY
(Department Name, Address, and Phone #)

STANFORD Investigator:
Subrecipient Ref. #:

Prime Award Title: AIDS Clinical Trials Unit - Stanford University

REQUEST FOR CASH REIMBURSEMENT

Voucher No:

Final

Date Prepared:

Period Covered:

EXPENSES	Current Charges	Cumulative Charges	Cost-Sharing (if applicable)
Salaries and Wages:			
Fringe Benefits:			
Supplies:			
Materials:			
Equipment:	<input type="checkbox"/> Budgeted:		
	<input type="checkbox"/> Unbudgeted:		
Subawards:			
Services:			
Travel:			
F&A Rate: _____			
TOTAL			
Less Previous Cumulative Amount:			\$ _____
TOTAL AMOUNT DUE ON THIS INVOICE:			\$ _____

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the Subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the Subaward. I further certify that payment for the costs claimed above has not been received.

SIGNED: _____ DATE: _____

NAME: _____ PHONE NUMBER: _____

(Subrecipient's Authorized Certifying Official)

TITLE: _____

SUBRECIPIENT INSTITUTION: _____

ATTACHMENT D

Authorized Representatives

STANFORD CONTACTS	SUBRECIPIENT CONTACTS
<p><u>Authorized Official/Admin Contact</u></p> <p>Name: H.N. Dao Address: Associate Contract & Grant Officer Office of Sponsored Research Stanford University 651 Serra Street, Suite 220 Stanford, CA 94305-6203</p> <p>Telephone: 650-725-8109 Fax: 650-498-4167 Email: hndao@stanford.edu</p>	<p><u>Administrative Contact</u></p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p><u>Project Director / Stanford PI</u></p> <p>Name: Andrew Zolopa Address: Stanford University Medical Center Medicine/Infectious Diseases Grant Building S-156 Stanford, CA 94305-5701</p> <p>Telephone: 650-498-5013 Fax: Email: azolopa@stanford.edu</p>	<p><u>Project Director</u></p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p><u>Financial Contact</u></p> <p>Name: Pierre Lee Address: Stanford University Medicine/Infectious Diseases 300 Pasteur Drive Grant Building, Room S169 Stanford, CA 94305</p> <p>Telephone: 650-725-3933 Fax: 650-498-7011 Email: pierrel@stanford.edu</p>	<p><u>Financial Contact</u></p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p><u>Property Management Contact</u></p> <p>Name: Ivonne Bachar Address: Director, PMO Stanford University Office of Research Administration Encina Commons 126 Stanford, CA 94305-6025</p> <p>Telephone: (650) 723-9095 Fax: (650) 725-7870 Email: ibachar@stanford.edu</p>	<p><u>Authorized Official</u></p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p><u>A-133 Contact</u></p> <p>Name: Stephanie Tramz Address: Office of Sponsored Research 320 Panama Street Stanford, CA 94305</p> <p>Telephone: (650) 725-5246 Fax: (650) 724-2290 Email: stramz@stanford.edu</p>	<p><u>A-133 Contact</u></p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>