

**Agreement between
The Regents of the University of California
and
San Mateo Medical Center
Prime Grant Number: 487
DPA and Fund Number: 628068-85495**

Agreement Number: 4065sc

This Agreement ("Agreement") is executed by and between The Regents of the University of California, on behalf of its San Francisco campus, a corporation of the State of California ("University") and the San Mateo Medical Center ("Subcontractor").

WHEREAS, University is the recipient of Grant Number 487 ("Award") from the Gordon and Betty Moore Foundation (the "Agency"), for the conduct of a program titled "Integrated Nurse Leadership Program" as detailed in the application previously submitted to the Agency; and

WHEREAS it is considered in the best interests of the Agency and University for Subcontractor to participate in this project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, University and Subcontractor agree to a fixed-price agreement under this Award.

Article I – Scope of Work

The Subcontractor shall perform those tasks described in Attachment A, Scope of Work, attached hereto and incorporated by reference.

Article II – Principal Investigators

Edward H. O'Neil, Ph.D. is the Principal Investigator designated for University. Any significant changes in the performance of this agreement as outlined in Subcontractor's proposal and Scope of Work require authorization by the University's Principal Investigator. Subcontractor has designated Kathi Palange, MS, Vice President, Patient Care Services as the Project Director who shall be responsible for the technical and administrative conduct of the project covered by this Agreement. In the event that a change in Subcontractor's Project Director is necessary, University must be notified in writing immediately and University has the right to approve any Subcontractor Project Director.

Article III – Term

The term of this Agreement shall begin on March 1, 2005 ("Commencement Date") and shall not extend beyond May 31, 2006 ("Termination Date"), unless agreed to in writing by both parties.

Article IV – Compensation

The total amount available to Subcontractor solely in support of the Integrated Nurse Leadership Program as described in Attachments A for the period reflected in Article II is \$75,000.00. This amount shall be allocated according to the following **Payment Schedule**:

On or before September 1, 2005	\$75,000
TOTAL	\$75,000

This amount shall not be exceeded nor shall any portion be carried forward without written authorization from University.

Subcontractor will match funds in the amount of \$75,000 as described in Attachment B.

Article V – Financial Report Requirements

Substantiating documents, e.g. travel receipts, invoices, etc., shall be retained and Subcontractor is expected to keep an accurate accounting of all costs incurred in the performance of the agreement. All costs incurred under this agreement will be subject to audit by the University's and The Gordon and Betty Moore Foundation's auditors. Subcontractor shall provide The Gordon and Betty Moore Foundation and/or the University of California's financial representatives access to records where necessary to support costs relating to this agreement.

Financial Reports will be submitted to the Program Office online according to the following schedule (see Attachment C).

Financial Report Due Date:

May 31, 2006

The financial report should be an accounting for subcontract expenditures. All questions, correspondence and reports should include the Agreement Reference Log Number and should be directed to:

Sean Sotelo
INLP Program Coordinator
3333 California Street, Suite 410
San Francisco, CA 94118
Tel.: (415) 476-1163

Unexpended funds must be returned to University with the final financial report described in Article V unless otherwise agreed by both parties in writing before the termination of this Agreement.

Article VI – Rebudgeting of Funds

Subcontractor shall obtain written prior approval from University's Principal Investigator for any increases or decreases to major budget categories by more than 20%.

Article VII – Progress Reporting Requirements

Subcontractor shall submit an online report by May 31, 2006 as described in Attachment C.

University may request in-person meetings with Subcontractor to discuss details of the Subcontract report, and if any reports are deemed inadequate at University's reasonable discretion, additional supporting documentation or revisions to the subcontract report may be required prior to release of next payment.

Article VIII – Publicity and Publication

Neither party will use the name of the other party or its employees in any advertisement, press release, or other publicity without the prior written approval of the other party. Subcontractor understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee. University has the right to acknowledge Subcontractor's participation in and support of the work performed under this Agreement in press releases, scientific publications, and other scientific communications.

Publication of project results shall acknowledge support from the Award made to University from Agency. Four reprints of publications resulting from work performed in whole or part under this Agreement shall be submitted to the University's Principal Investigator.

Article IX – Copyrights

Subcontractor understands that, except as otherwise provided in the conditions of the Award, when publications or similar materials are developed from work supported in whole or in part by this Agreement a copy of such materials and a royalty-free and other fee-free license to use them for educational and research purposes shall be provided to University. Any such copyrighted or copyrightable materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the University to reproduce, to publish, or otherwise to use them and to authorize others to do so.

Article X – Patents and Inventions

Subcontractor shall promptly and fully disclose in writing to the University any invention that is made with the financial support, in whole or in part, under this Agreement. Subcontractor shall include a transmittal letter report about the invention to University and shall include this Agreement Number along with the transmittal. Title to any such inventions shall be assigned in accordance with U.S. Patent Laws. In the case of patent rights that are jointly owned by the University and Subcontractor, the University and Subcontractor will enter into an interinstitutional agreement specifying which party will be responsible for managing the joint patent rights. No patent or patent application shall be abandoned by the responsible party without first notifying the joint owner and Agency in writing ninety (90) days in advance of abandoning the patent or patent application, and according the joint owner the opportunity to take sole title to the invention and continue to prosecute and/or maintain the patent rights at its own expense. If the joint owner declines to prosecute and/or maintain the patent rights, it will notify the Agency in writing sixty (60) days in advance of abandoning the patent or patent application. Subcontractor agrees to abide by any agreements between the University and the Agency with respect to patent policy.

Article XI – Equipment Accountability

Subcontractor shall utilize sound purchasing and inventory procedures and maintain adequate records to account for the purchase, inventory and disposition of equipment acquired under this Agreement. Title to equipment shall reside with the Subcontractor.

Article XII – Independent Contractor

Subcontractor is deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee between University and Subcontractor or its officers, agents, and employees.

Article XIII – Indemnification

Subcontractor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, employees, or agents.

University shall defend, indemnify, and hold Subcontractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Article XIV – Early Termination

Notwithstanding the provisions of Article III above, either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of such early termination, Subcontractor shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for costs and noncancellable obligations incurred prior to the effective date of such early termination, except in no event shall such reimbursement exceed the amount set forth in Article IV. If the Agreement is terminated early, then Subcontractor shall deliver such information and items completed up to the early termination date to the University, including partially completed plans, drawings, data, documents, surveys, maps, reports and models.

Article XV – Protection of Human Subjects

If research involving human subjects is performed under this Agreement, Subcontractor shall comply with Department of Health and Human Services ("DHHS") policies and regulations on the Protection of Human Subjects (45 CFR 46 as amended). Subcontractor shall provide to University evidence of approval by Subcontractor's Institutional Review Board. Under governing regulations, federal funds administered by DHHS shall not be expended for, and individuals shall not be enrolled in, research involving human subjects, without 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. This restriction also applies to all performance sites without OHRP-approved assurances, whether domestic or foreign.

Subcontractor shall submit to the University an approved assurance, reviewed and approved by the appropriate Subcontractor Institutional Review Board, that the rights and welfare of any human subjects involved in this project are adequately protected in accordance with DHHS policies and regulations on the Protection of Human Subjects.

Article XVI – Care and Treatment of Laboratory Animals

If research involving animals is performed under this Agreement, Subcontractor shall comply with Public Health Service Policy on Humane Care and Use of Laboratory Animals (as mandated by Public Law 99-158 as amended) and shall follow the guidelines prescribed in the National Academy of Sciences Publication dated July 1996, (revised October 1996), *Guide for the Care and Use of Laboratory Animals*. Evidence of approval by Subcontractor's Institutional Animal Care and Use Committee shall be provided to University.

Article XVII – Audit and Records

A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subcontractor for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subcontractor for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by University of a final report pertaining thereto.

C. If any audit report reflects major shortcomings in Subcontractor's internal control systems, University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.

D. The University, the Agency, and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers and records of Subcontractor in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

Article XVIII – Civil Rights and Equal Employment Opportunity

Subcontractor agrees to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 11246 and have on file with the DHHS an Assurance of Compliance with the Civil Rights Act of 1964 (Form HHS 441).

Article XIX – Agency Policies

Subcontractor agrees to follow the policies of the Agency as outlined in the terms and conditions of the Award, attached to this Agreement as Attachment D and incorporated by reference. If those policies are in conflict with the terms of this Agreement, the terms of this Agreement take precedence over those policies.

Article XX – Notices

Notices required or permitted under this Agreement shall be effective only if given in writing and delivered by personal service or by registered mail, addressed as follows:

To University: The Regents of the University of California
 Office of Research Administration
 Attention: Contracts and Grants Officer
 University of California
 3333 California Street, Suite 315
 San Francisco, CA 94143-0962

To Subcontractor: Nancy Steiger, BS, MS
Chief Executive Officer
San Mateo Medical Center
222 West 39th Avenue
San Mateo, CA 94403
Tel: 650/ 573-2660
Fax: 650/ 573-2950

Article XXI – Governing Law

This Agreement is governed by the laws of the State of California.

Article XXII – Entire Agreement

This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. Subcontractor acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement.

Article XXIII – Signatory

Subcontractor warrants that the signatory has the authority to execute this Agreement on behalf of Subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the month, day and year specified below.

The Regents of the University of California

San Mateo Medical Center

By 

Floyd Thompson
Contracts and Grants Officer
Office of Research Administration

By _____
Name: Richard S. Gordon
Title: President, Board of Supervisors
San Mateo County

Date JUL 25 2005

Date _____

ATTACHMENT A

Scope of Work

Institution Name: San Mateo Medical Center

Project description

Develop, educate and utilize a unit based council in three nursing units.

Project goal statement

Develop a professional nursing practice model.

Project objectives

- To develop a purpose/vision for a unit council.
- To identify components of professional nursing.
- To engage staff in unit leadership.
- To educate councils in project implementation skills.
- To improve selected patient outcomes.
- To improve nurse satisfaction/retention.

What is your anticipated timeline for meeting key objectives in the project?

March 1, 2005 to May 31, 2006.

In which unit or program will the project take place?

1. the acute psychiatric unit
2. the Intensive Care Unit
3. a Long Term Care Unit

How were the unit and team selected for the project?

Interest, commitment and availability.

What political issues might be involved with conducting and completing this project?

Buy in from other staff, management role change, 24 hour participation, competing priorities and interdisciplinary support.

What is your most optimistic goal for this project?

We would develop a successful model for professional nursing practice that can be replicated in other units.

ATTACHMENT B

Budget for INLP Project

Institution Name: San Mateo Medical Center

Project Leader: Kathi Palange, M.S., Vice President, Patient Care Services

Period: March 1, 2005 to May 31, 2006

Budget Line Item	INLP Project Budget	Matching Funds
Salaries / benefits	\$37,500	\$37,500
Consultant fees	\$	\$
Office operations	\$	\$
Seminars / conferences/meetings	\$10,000	\$10,000
Equipment	\$27,500	\$27,500
Mileage / approved	\$	\$
Other resources. Please Itemize _____ _____	\$	\$
Total	\$75,000	\$75,000

ATTACHMENT C



INTEGRATED NURSE LEADERSHIP PROGRAM **Project Reporting Guidelines**

(Final Report)

Due date: May 31, 2006

Directions: *A final report will be due by May 31, 2006. You will complete your report online, and it will be limited to 6 pages. The following questions need to be addressed in your report. Be sure to address key aspects of your involvement in the INLP, including, the seminars, your INLP project, technical advisor experience, and other components of the program.*

1. What were your project objectives and how have you met them this year?

Be as specific as possible. What changes, if any, have you made in your original objectives, plan or timeline, and for what reasons were these changes made? If an objective has not been met, explain what happened and why. If you have had any additional accomplishments beyond your original/revised objectives, describe these and how they came about.

2. What INTERNAL (meaning within your institution) factors/drivers have facilitated your progress or success, and how have they done so? What EXTERNAL (meaning outside of your institution) factors/drivers have helped, and how?

Describe these and what you have done to take advantage of them. What lessons from these factors could help future INLP hospitals?

3. What INTERNAL barriers or difficulties have you encountered related to carrying out the various components of your project? What EXTERNAL barriers or difficulties have you encountered? How have you addressed each of these?

Describe barriers and what you have done to overcome them. If problems have continued despite your best efforts, indicate reasons for this. If there were problems that had a negative impact on your INLP project, how did you attempt to cope with these?

4. Who did you collaborate with – internally and externally – to accomplish your key objectives? What were their roles? How did your relationships with these individuals or groups work?

Please describe the high points and shortfalls in these arrangements during this year. It is particularly important that you address this question in relation to your INLP project and technical advisor experience.

5. *What has been the impact (in addition to specific outcomes) of your INLP participation at your institution thus far?*

Provide supporting data/evidence related to the seminar sessions, the INLP project, the technical advisor experience, or other key program elements.

6. *What are your next steps to sustain INLP-related changes beyond the grant year?*

Describe which objectives you will focus on, which actions/activities you plan to initiate or continue, and other people, departments, or organizations you will involve. Describe any anticipated problems and what you intend to do to address these.

7. *In what ways did INLP staff or program mechanisms help or hinder your team's ability to meet your project aims and objectives?*

Did training activities, technical advisors or INLP staff members help or hinder your progress? Were you well supported through program communications or resource materials? Are there improvements that we could make that would facilitate your work in the future?

8. *Budget Attachment:*

Attach a detailed budget for your project, including funds received during the past year from the INLP and from your institution (matching funds or in-kind support). If there have been any changes in sources and amounts of matching funds from your home institution, please indicate and describe these. Indicate if the total support for your project is more or less than originally projected.

ATTACHMENT D



Edward E. Penhoet, Ph.D.
Chief Program Officer, Science and
Higher Education

Ed.Penhoet@moore.org
(415) 561-7746

VIA ELECTRONIC MAIL

July 28, 2004

Joan Kaiser
Manager, Contracts & Grants
UCSF Contracts & Grants Department
University of California San Francisco
Center for the Health Professions
3333 California Street, Suite 410
San Francisco, CA 94118
Email: jkaiser@research.ucsf.edu

Re: Grant Award Letter Agreement for Regents of the University of California (#487)

Dear Ms. Kaiser:

On behalf of the Gordon and Betty Moore Foundation (the "Foundation"), it is a pleasure to inform you that the Regents of the University of California ("UC") has been awarded a grant in the amount of \$5,708,450 (Five Million Seven Hundred and Eight Thousand Four Hundred and Fifty Dollars) ("Grant"). This Grant is in support of the University of California San Francisco Center for the Health Professions Integrated Nurse Leadership Program.

This Grant is to be used in accordance with your April 5, 2004 Proposal with attachments (the "Proposal"), the budget attached as Attachment A (the "Budget") to achieve the purposes described in Attachment B. The Proposal, Budget, and this grant award letter agreement (including all attachments), are collectively referred to as the "Grant Agreement." If the terms of this Grant Agreement differ from the Proposal, this Grant Agreement shall control.

By signing this Grant Agreement, UC agrees to the following terms in connection with the Foundation's Grant:

■
Gordon and Betty Moore Foundation
Tel. 415.561.7700

■
The Presidio of San Francisco
www.moore.org

■
P.O. Box 29910

■
San Francisco, CA 94129-0910
Fax 415.561.7707

1. Payments:

- (a) Grant funds will be disbursed according to the schedule in Attachment C, subject to the conditions of this Grant Agreement.
- (b) UC will use the Grant solely for the purposes described in this Grant Agreement. UC will repay to the Foundation any portion of the amount granted that is not used for these purposes. Any change in the purposes for which Grant funds are spent must be approved in writing by the Foundation before implementation. Moreover, UC must obtain the prior approval of the Foundation for any budget modification that results in a variance to any line item in the Budget that exceeds 20 percent or \$500,000, whether or not the requested variance will affect the Grant purposes. UC understands that this Grant is not a "gift," and understands and agrees that funds are being granted to UC to pursue purposes outlined in this Grant Agreement.
- (c) The Foundation's funding of future payments is contingent upon (i) the Foundation's review of UC's work in connection with this Grant and its determination that satisfactory progress and performance of the expected purposes is occurring, (ii) the Foundation's review and approval of Grant Reports submitted by UC, and (iii) UC's compliance with all terms and conditions of this Grant Agreement. Grant funding may be curtailed or discontinued and any advancements must be repaid if at any time Grant purposes are not met.
- (d) In addition, the Foundation reserves the right to discontinue funding, regardless of whether UC has breached a material term or condition of this Grant Agreement, if at any time during the term of this Grant the Foundation determines in its reasonable judgment that the Grant's purposes have either been significantly diverted, in a manner not mutually agreed to, or that the purposes agreed to are unlikely to be met. The Foundation will endeavor to give UC reasonable written notice prior to discontinuing funding in order to discuss the Foundation's concerns. Reasonable efforts will be made by the parties to reach resolution, but the determination to continue, reduce or discontinue funding will remain in the Foundation's discretion.

2. Reporting:

- (a) UC will deliver a written report(s) to the Foundation (each a "Grant Report"), by electronic mail where possible, according to the schedule in Attachment C. The Grant Report will contain a detailed narrative report and financial report. Grant Reports will be submitted to the Foundation, by electronic mail where possible, to the attention of Brenda Stone, Program Officer (Brenda.Stone@moore.org) and Ignacio Estrada, Grants Administration (Ignacio.Estrada@moore.org).

- (b) The narrative report should describe what was accomplished by this Grant as of the date of the Grant Report, outlining the activities that were undertaken by UC, the strategic choices that were made as a result of the Grant, and achievement of Grant purposes described in Attachment B.
 - (c) The financial report should reflect the expenditures of the Grant funds, and any income earned thereon, in accordance with the Budget, as of the end of the reporting period.
 - (d) The Foundation may request in-person meetings with UC to discuss details of the Grant Report, and if any reports are deemed inadequate in the Foundation's reasonable discretion, the Foundation may require additional supporting documentation or revisions to the Grant Report prior to release of the next scheduled payment. Upon completion of the Grant, UC will submit a Final Grant Report according to the schedule in Attachment C. If any funds are remaining to be expended after the reporting period, UC will submit one or more additional Grant Reports until all Grant funds are expended in full or the Grant is otherwise terminated.
3. UC will maintain its financial books and records in such a fashion that it can provide the Foundation with sufficient detail to substantiate all expenditures related to the Grant. UC will make such books and records available to the Foundation at reasonable times. UC will keep copies of all books and records and all reports to the Foundation for at least four years after completion of the use of Grant funds.
 4. With respect to the identification, selection, organization, management and control of any consultants, contractors, subgrantees or other entities ("Entities") to assist (either individually or collectively) in carrying out the purpose of the Grant, UC retains full discretion and control over these Entities, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause UC to choose or otherwise manage any of these Entities.
 5. This Grant is not to be used in any attempt to influence legislation within the meaning of Section 4945(e) of the Internal Revenue Code. UC will not use any portion of the Grant funds to influence the outcome of any specific election for candidates to public office; to carry on any voter registration drive except as provided in Section 4945(f) of Internal Revenue Code; to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
 6. The Foundation may include basic information about this Grant in its periodic public reports, once the Foundation receives a fully-executed Grant Agreement. Additionally, information may be posted on the Foundation's website immediately following receipt of the fully-executed Grant Agreement, unless the parties make alternative arrangements. If UC plans to make a press release, public announcement

Joan Kaiser , Manager, Contracts & Grants
University of California San Francisco
July 28, 2004

or otherwise publicize this Grant, UC should contact the Foundation's Public Information Officer, Genny Biggs, (genny.biggs@moore.org) in advance of such publicity. UC agrees to notify Ms. Biggs in advance of any communication that may reasonably be understood to represent the views of the Foundation, and provide the Foundation with reasonable opportunity to review, comment and approve the communication.

7. UC acknowledges and agrees that, in addition to research that will aid the Foundation in its evaluation of the success of the project being funded, the Foundation may collect information about this Grant, UC, and the issues relating to and being addressed by this Grant through its Program Evaluation and Communications Teams. In that connection, the Foundation may film, interview, and otherwise document what is being learned through the project being funded by this Grant. UC agrees to cooperate with the Foundation in these efforts. All video, audio, written, and other materials produced by the Foundation in this connection (collectively, the "Works"), including any and all copyrights in the Works, will be the sole property of the Foundation and may be made available by the Foundation to third parties in the Foundation's sole discretion. In addition, the Foundation intends to share with third parties much of the materials produced in this connection, but may impose reasonable limitations upon its use, including registering and enforcing copyrights in the Works and licensing use of the Works to UC and others, all in the Foundation's discretion. A copy of all products and publications produced with the assistance of the Grant funds should be provided to the Foundation.
8. The parties understand that a material condition of this Grant Agreement is that the UC makes the data, research and other information developed with the Grant funds freely accessible to the Foundation, other grantees of the Foundation and other interested parties, consistent with the charitable purposes of this Grant. UC will make such data and research available consistent with GBMF Data Sharing Guidelines.
9. By entering into this Grant Agreement, UC confirms that its 501(c)(3) determination letter from the Internal Revenue Service has not been revoked or modified, and agrees to maintain this status during the term of the Grant. UC will notify the Foundation immediately of any change in (a) UC's tax-exempt status or its non-private foundation status, or (b) UC's executive staff or key staff or consultants responsible for achieving the Grant purposes. Particularly, GBMF must be notified of any pending changes in employment status for Ed O'Neil, CHP's Director and Principal Investigator for the INLP.
10. This Grant Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter. This Grant Agreement may not be amended or modified, except in writing signed by both parties. This Grant Agreement is governed by the laws of the State of California.

Joan Kaiser , Manager, Contracts & Grants
University of California San Francisco
July 28, 2004

If this Grant Agreement correctly sets forth your understanding of the terms of this Grant, please indicate your organization's agreement to its terms by having an authorized officer of UC sign a copy of this letter and return it to the Foundation to the attention of Cathy Manovi, Grants Administration, by electronic mail if possible (cathy.manovi@moore.org), or fax (415-561-7748). We will arrange for the first payment of the Grant, by wire transfer within two weeks of our receipt of the countersigned copy of this Grant Agreement. To facilitate your receipt of the funds, please complete the attached Request for Wire Transfer form and return it with your signed Grant Agreement.

Congratulations on your Grant. On behalf of the Foundation, we wish to extend every good wish for the success of UC's work on this important project.

Best regards,



Edward E. Penhoet, Ph.D.
Chief Program Officer, Science and Higher Education

Attachments A, B and C
Enclosure (Request for Wire Transfer Form)

cc: Edward O'Neil
UCSF Center for the Health Professions, Director
edoneil@itsa.ucsf.edu

Jenny Vance, Program Manager
UCSF Center for the Health Professions
jvance@itsa.ucsf.edu

Mary Dickow, Officer Manager
UCSF Center for the Health Professions, Office Manager
mdickow@itsa.ucsf.edu

AGREED AND ACCEPTED for Regents of the University of California:

By: _____

Title: _____

Date: _____