AGREEMENT NO. CH05-SMCHC-612
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITYWIDE AIDS RESEARCH PROGRAM
and
SAN MATEO MEDICAL CENTER

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the Office of the Vice President--Health Affairs, Universitywide AIDS Research Program (hereinafter called "UARP"), and San Mateo Medical Center (hereinafter called the "Recipient"), a non-profit institution.

WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the Universitywide AIDS Research Program; and

WHEREAS, The Regents, in keeping with the outcome of a scientific peer review process and the advice of an appropriately constituted Scientific Advisory Committee, has recommended Recipient's proposal for the conduct of UARP research; and

WHEREAS, the Vice President for Health Affairs, acting on the recommendation of the Scientific Advisory Committee has approved Recipient's proposal for conducting UARP research,

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct UARP research in accordance with its proposal entitled "San Francisco HIV/AIDS Research Center," which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2005 through June 30, 2006.

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Dennis Israelski, MD.

See the Special Research Programs Grant Administration Manual, which can be found at http://www.ucop.edu/srphome/uarp/ Grant%20Admin%20manual/welcome.html, for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting July 1, 2005 through June 30, 2006 (FY01) shall not exceed **$ 374,603**. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.

B. It is anticipated that an amount not to exceed **$ 551,870** will be made available and reimbursable to Recipient under this Agreement for the second year of the project (FY02).

C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 25 percent of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at http://www.ucop.edu/srphome/uarp/Grant%20Admin%20manual/welcome.html, and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties, and clearance of the contingencies listed below.

In subsequent project periods, unilateral amendments to this Agreement will be issued by The Regents once funds are appropriated by the California State Legislature from subsequent State budgets. Upon clearance of the contingencies listed below and issuance of the continuation amendment, 80% of the funding for the second project period will be released. The remaining 20% will be paid after receipt of the final reports required by Article 8. Invoices are not required at any stage.

Payments are contingent upon:

- Appropriation and availability of funds provided by the California State Legislature
- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually.)
- Receipt of all required reports (Scientific and Fiscal Progress reports as described in Article 8.)

If sufficient funds are not appropriated for this program and Agreement, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

7. FINANCIAL ACCOUNTING/RECORDS

A. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.

B. This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.

8. FISCAL AND SCIENTIFIC PROGRESS REPORTS

A. Recipient is required to submit annual progress and fiscal reports. The format for these reports is described in the Special Research Programs Grant Administration Manual. Funding for each noncompetitive continuation year (years 2, 3, and 4) will be dependent upon receipt of both reports (due May 1st of each year) satisfactory scientific progress, satisfactory progress in implementing supported infrastructure, and the timely expenditure of grant funds.

B. In the final year of this Agreement, the scientific report shall be submitted to UARP within 60 days, and the final fiscal report shall be submitted within 90 days, after expiration or termination of this Agreement, whichever occurs first. If a no-cost time extension is granted for a period greater than 3 months, annual reports must still be submitted by May 1st, in addition to the final reports due within 60 and 90 days of the new end date.

C. Recipient is required to attend an annual Centers consortium meeting to report on progress and share findings with UARP staff and representatives of the Universitywide Task Force on AIDS. An abstract of research findings to date for the annual meeting is due to the UARP prior to the meeting. The UARP will notify the Principal Investigator of the time and place of such meeting.

9. PUBLICATION

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by the Universitywide AIDS Research Program, Grant Number CH05-SMCHC-612." One reprint of each publication shall be provided to the UARP.

10. TERMINATION

This Agreement may be terminated in whole or in part without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all unliquidated advance payments within 90 days of termination.

11. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the UARP Program Official upon request by Recipient as described in the Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Strategic Sourcing and shall be by mutual consent of the parties in writing.

12. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a)	Each Occurrence	$1,000,000
(b)	Products/Completed Operations Aggregate	$1,000,000
(c)	Personal and Advertising Injury	$1,000,000
(d)	General Aggregate	$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million ($1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.

4. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

5. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

7. The coverages required under this Article shall not in any way limit the liability of the Recipient.

8. The coverages referred to under (1) and (2) of this Article shall include The Regents as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing compliance with all requirements.

13. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

14. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.

B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall belong to the Recipient.

C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.

D. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.

E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient and licensed in the public interest.

F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

15. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

16. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds $5,000 or the capitalization threshold established by the organization, whichever is less. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120 days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal property will become property of the Recipient.

17. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

18. PROJECT PERSONNEL AND OTHER INFORMATION

THE REGENTS

Program and Fiscal Matters:

Roy McCandless (510) 287-3359
Universitywide AIDS Research Program
Office of Health Affairs
Office of the President
University of California
300 Lakeside Drive, 6th Floor
Oakland, CA 94612-3550

Contractual Matters: Lourdes G. DeMattos (510) 987-9850
Contract and Grant Officer
Research Administration Office
University of California
1111 Franklin St., 7th Floor
Oakland, CA 94607-5200

RECIPIENT

Program Matters:
Name ANITA BOOKER
Title Health Serv. Manager
Address 222 W. 39th
San Mateo, CA 94403
Phone (650) 573-2493

Fiscal Matters:
(i.e., Address to which check should be mailed)
Name SAME AS ABOVE
Title
Address
Phone

Contractual Matters:
Name SAME AS ABOVE
Title
Address
Phone

PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO._____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [signature]
Name: Haggai Hisgilov
Title: Director, Strategic Sourcing
Date: 9/7/05

SAN MATEO MEDICAL CENTER

By: [signature]
Name:
Title: CEO
Date: 9/20/05

EXHIBIT A

University of California
Universitywide AIDS Research Program

Award Notice

Principal Investigator: Dennis Israelski
Award #: CH05-SMCHC-612
Institution: **San Mateo Medical Center**
Project Title: San Francisco HIV/AIDS Research Center

This award notice for period: July 1, 2005 - June 30, 2006

Approved Budget:

Personnel (Salaries, Wages, Benefits)	173,744
Consultant/Contract	177,461
Supplies and Expenses	10,000
Equipment	3,400
Travel - Annual Meeting	0
Travel - Project-Related	3,950
Travel - Scientific Meetings	6,048
Indirect Costs	0
TOTAL:	374,603

Anticipated award for FY 2006-2007 $551,870;

Obligations:
1. Inform UARP if you receive funds for related research from any other source
2. Submission of abstract and attendance at Annual Investigator's Meeting
3. Submission of Annual Progress and Fiscal Reports
4. Management of grant according to UARP Policies and Procedures

Refer to the Universitywide AIDS Research Program Guide to Policies and Procedures for specific policies governing the administration of this award. Direct any questions to the Universitywide AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.

Charles L. Gruder
Executive Director
Special Research Programs

cc: Principal Investigator
22/2005

Fund # 18013