

343

SUBCONTRACT BETWEEN
LOYOLA UNIVERSITY NEW ORLEANS
AND
University of the Republic, Uruguay

PROJECT TITLE: "Taxonomy and Epidemiological Importance of Divergent
Chagas Disease Vector Taxa"

GRANT NUMBER: 1R15AI079672-01A1

Exp. 241000-000931-10

This Subcontract (the "Agreement") is hereby made and entered into effective as of July 1, 2010 by and between Loyola University New Orleans, (hereinafter referred to as "Loyola") and University of the Republic, Uruguay (hereinafter referred to as "Subcontractor").

WITNESSETH:

WHEREAS, Loyola is the recipient of Grant Number 1R15AI079672-01A1 (hereinafter referenced to as the "Prime Award" and attached hereto as Exhibit A) from the Department of Health and Human Services, National Institutes of Health, National Institute of Allergy and Infectious Diseases, for the conduct of a project entitled "Taxonomy and Epidemiological Importance of Divergent Chagas Disease Vector Taxa, as detailed in the application previously submitted to the National Institutes of Health (NIH);

WHEREAS, all conditions of Exhibit A (the "Prime Award") are also applicable to and binding upon this subcontractor; and

WHEREAS, said Prime Award involves an approved collaborative effort between the Subcontractor and Loyola, where Subcontractor has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work as specified in Exhibit B (the Scope of Work); and

WHEREAS, representatives of Subcontractor acting as signatories to this Agreement attest to having the authority to commit Subcontractor to the terms and conditions of this Agreement.

AGREEMENT:

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

1. **Grant Term and Grant Award.**

(a) The term of the grant awarded by Loyola to Subcontractor under this Agreement shall commence on July 1, 2010 and end on April 30, 2012 (the "Grant Term"), unless otherwise provided for by modification of this Agreement, which shall be in writing and signed by all parties to this Agreement.

(b) Subcontractor will be paid by Loyola for services rendered under the terms of this Agreement, pursuant to the Program Budget, which is attached hereto as Exhibit C. Payment for work performed by Subcontractor is not to exceed \$16,200. Loyola, shall not, be obligated to reimburse the Subcontractor for costs which are in excess of this amount.

(c) Administration of the Agreement shall be in accordance with generally accepted accounting principles, with Office of Management and Budget (OMB) Circular A-21, A-110, A-122, A-133 and with applicable provisions of the NIH Grants Policy Statement (NIHGPS).

2. **Principal Investigator (Loyola).** Patricia Dorn, Ph.D., the Loyola Principal Investigator shall have the overall responsibility of the scientific and programmatic aspects of this project. Any changes to the Scope of Work by the Subcontractor must be approved in writing by Dr. Dorn.

3. **Principal Investigator (Subcontractor).** The Principal Investigator representing the Subcontractor for this project shall be Francisco Panzera, Ph.D. A change in the designated Principal Investigator shall require the prior written approval of Loyola.

4. **Financial Management Systems.** Subcontractor is required to ensure that they are in compliance with the standards and requirements for financial management systems set forth or referenced in 45 CFR 74.21 or 92.20, as applicable. Subcontractor must also confirm that they have in place accounting and internal control systems that provide for appropriate monitoring of grant accounts to ensure that obligations and expenditures are reasonable, allocable, and allowable. In addition, the systems must be able to identify large unobligated balances, accelerated expenditures, inappropriate cost transfers, and other inappropriate obligations and expenditure of funds. Subcontractor must notify Loyola when problems are identified.

5. **Grant Award Payment Schedule And Audit Report.**

(a) The Grant Award will be payable in quarterly installments pursuant to quarterly invoices submitted by Subcontractor to Loyola's Grant Program Director for reimbursement of expenditures made in accordance with Subcontractor's Scope of Work and Budget. Subcontractor is required to submit invoices in the format as specified in Exhibit D (Subcontractor Quarterly Invoice). Reimbursements approved by Loyola's Grant Program Director will be paid upon approval of documentation adequate to substantiate that the expenditures for which reimbursement is requested were actually made and constituted allowable expenditures of Grant Award funds authorized by this Agreement. Such determination will be within the sole discretion of Loyola's Grant Program Director. **Loyola shall make payment within forty-five (45) days of receipt of invoice and all necessary documentation.**

(b) Loyola may withhold any portion of the Grant Award to be retained by Loyola pending completion by Subcontractor of all requirements of this Agreement, including completion of a final (terminal) report and submission of related material necessary for Loyola to evaluate the operational and financial impact of Subcontractor activities.

(c) Loyola reserves the right to reduce the amount of the Grant Award payable in any or all periods of the Grant Term if the Primary Grantor, reduces or otherwise terminates the Primary Grant.

(d) In addition to the terms and conditions contained herein, payment of the Grant Award will be subject to all of the terms and conditions set forth in the Primary Award.

(e) Invoices received from Subcontractor shall be reviewed by the University Principal Investigator and Loyola's Grant Program Director prior to payment and, further, any payment thereon shall at all times thereafter be subject to audit by University as to correctness thereof and appropriate adjustments thereto. All costs incurred and payments made under this agreement shall be subject to audit by the Federal Audit Agency. Subcontractor agrees to permit Funding Agency and/or Loyola or government auditors' access to its records, including copies thereof, where necessary to support costs relating to the grant. Subcontractor shall forthwith compensate Loyola for any refunds to the Funding Agency and/or government which may be required of Loyola as a result of any disallowance of Subcontractor.

6. **Grant Award Number.** The tracking number for this Grant Award is 1R15AI079672-01A1-URU. The parties shall refer to this Grant Award Number on all correspondence between them relating to the Grant Award and/or this Agreement.

7. **Use of Grant Award Funds.** Subcontractor shall use all funds provided hereunder solely and only for the specific and limited purposes approved by Loyola. Under this Agreement, in all cases, if Prime Award funds may not be used for a particular purpose, then also such Grant Award funds may not be paid to Subcontractor in reimbursement of expenditures incurred for such prohibited purposes. If, during the term hereof, Subcontractor wishes to utilize any portion of the Grant Award for purposes other than or different from those specified in this Agreement, Subcontractor shall submit a request to do so to Loyola in writing prior to the expenditure of those funds. Loyola shall not be obligated to agree to Subcontractor's request in whole or part. **Any modification in the attached budget must be approved prior to the expenditure of funds for the requested modification.** Should the parties be unable to agree on the prospective use of the then-remaining funds contained in the Grant Award, Loyola shall have the right to terminate this Agreement and Subcontractor shall return all unexpended and/or improperly expended grant funds to Loyola. **All travel expenses included in this Subcontract (if any) shall be reimbursed in accordance with the specifications of the Prime Award.**

8. **Use of Grant Award Funds for Political Purposes.** No part of the Grant Award shall be used to carry on propaganda, or otherwise for attempting to influence legislation and the Subcontractor shall not use any part of the Grant Award to participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

9. **Use of Grant Award Funds for Expenses Pre-Dating this Agreement.** Unless specifically provided for in this Agreement, no portion of the Grant Award shall be used to pay for expenses incurred, reserved, accrued or committed to by the Subcontractor prior to the Grant Term as specified in Section 1 of this Agreement.

10. Use of Grant Award Funds for Property or Equipment Acquisition.

At the close of the Grant Term, title to all equipment acquired by Subcontractor in accordance with the provisions of this Agreement shall be vested as detailed in the Prime Award, which is provided in Exhibit A.

11. Other Sources of Funding. Prior to the execution of this Agreement, Subcontractor shall disclose to Loyola all other sources of funding as well as all pending grant applications for the project specified in this Agreement. Subcontractor shall supplement such disclosure, as appropriate, during the Grant Term.

12. Reversion of Grant Funds. In the event of termination of this Agreement for any reason, Subcontractor shall return to Loyola all unexpended and/or improperly expended Award funds.

13. Financial Management Procedures.

(a) Prior to the disbursement of any funds to Subcontractor hereunder, Subcontractor shall designate and provide to Loyola the name of the commercial bank and/or fiscal agent that will serve as the depository of funds provided to Subcontractor under this Agreement. Should, during the term, Subcontractor desire to change the commercial bank originally designated to serve as depository of funds, Subcontractor shall provide written notice of such change in the manner provided below at least seven (7) business days prior to the effective date of the change. Loyola reserves the right to object to and prevent any such change in the event it reasonably believes its interests may be adversely affected by the proposed change.

(b) Notwithstanding any provision to the contrary contained herein, Subcontractor acknowledges and agrees that during the term hereof, Loyola shall have the ongoing right to monitor and review Subcontractor's accounting, funds disbursement, financial practices and internal audit and control systems and policies that pertain to this Agreement and the Prime Award. As a condition of the continuation of this Agreement, Subcontractor shall cooperate with Loyola monitoring and review initiatives and reasonably modify its practices and policies in accordance with Loyola requests to do so.

(c) Prior to funding a grant, Subcontractor will notify Loyola of the auditor, if any, engaged by Subcontractor and Loyola reserves the right to object to said selection or to a change in auditors during the term of this Agreement.

(d) Subcontractor acknowledges and agrees that, as part of Loyola's implementation of OMB Circular A-133 Contractor will monitor Subcontractor's performance under this Agreement and, in the event of incomplete performance, Loyola may require Subcontractor to obtain, at Subcontractor's sole expense, an independent audit of costs claimed under this Agreement.

(e) Subcontractor agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. The books of account and other records which are applicable to this Agreement shall at all times be available for inspection, review and audit by Loyola to determine proper application and use of all funds paid to or for the account of benefit of Subcontractor.

(f) All costs incurred under this Agreement are also subject to audit by the U.S. Department of Health and Human Services. The Subcontractor agrees to provide the auditors access to its records where necessary to support costs relating to the grant. The Subcontractor will compensate Loyola for any refunds to the NIH, which may be required of Loyola as a result of a disallowance of the Subcontractor's costs.

(g) Subcontractor shall submit and Loyola shall rely upon the specific cash flow requirements of this grant in accordance with the Subcontractor Program Budget and made a part of this agreement.

14. Objectives and Outcomes. The performance of the Subcontractor in accomplishing the purposes of this Agreement will be measured and evaluated relative to the achievement of specific objectives and outcomes in accordance with the Scope of Work. Loyola reserves the right at any time during the Grant Term to terminate this Agreement following a 30 day written notice to Subcontractor of the failure or likely failure of the funded program to attain the objectives and/or outcomes anticipated or of the sole determination by Loyola that the program outcomes are significantly fewer or less than expected.

15. Subcontractor Reporting Requirements:

(a) Subcontractor agrees to assist and/or renew any reports that may be requested by Loyola's Principal Investigator and/or Fiscal Officer that are needed to allow Loyola to meet the reporting requirements of the Prime Award.

From time to time Loyola shall contact Subcontractor in order to review a previously submitted report or arrange a site visit to Subcontractor offices and/or locations to review grant activities. Upon expiration of the Grant Term, Subcontractor shall prepare a Final Grant Progress Report and Financial Report. Final Financial and Progress Reports are to be marked "Final" and are due within 30 days of the termination of this Agreement.

(b) Subcontractor shall also be required to report periodically on actual financial results as compared to the Program Budget. In addition, the report shall include an unaudited financial statement accounting for the use of all Grant Award funds, which statement shall be certified as true, complete and accurate by Subcontractor or the chief executive officer or chief financial officer of Subcontractor or, at the request of Loyola, audited in accordance with generally accepted auditing standards by a certified public accountant reasonably acceptable to Loyola. **Loyola will require that Subcontractor include with its financial statement copies of all documentation supporting expenditures of the Grant Award funds including but not**

limited to receipts, invoices, and procurement documentation. Subcontractor is responsible for keeping all original source documentation.

(c) In addition to the reporting requirements contained in this Agreement, Subcontractor must provide Loyola with any information as and when Loyola deems necessary to allow Loyola to satisfy its reporting requirements under the Prime Award.

16. Evaluation.

(a) Loyola requires an appropriate evaluation design and plan for the funded project to be submitted for approval. An appropriate evaluation design will include, but not be limited to, a description of the overall evaluation design, sampling procedure, data collection instruments and procedures, and analysis procedures. Loyola deems such evaluation efforts as helpful to projects to meet their goal(s), particularly by pointing the way to developing or improving projects in the course of implementation.

(b) Subcontractor will work with Loyola staff or their representative(s) in establishing an evaluation plan for the funded project. The level of evaluation activity required by Loyola is determined by the funded award amount. If used, the external evaluators will be compensated directly by Loyola. Subcontractor may be included in the selection process of any External Evaluator which will be at the discretion of Loyola. Additionally, Subcontractor may include in the Program Budget funding for internal evaluation as determined by Subcontractor needs. In such case, Subcontractor will make available in a timely manner any data from the internal evaluation to Loyola or its representatives.

(c) Subcontractor agrees to cooperate fully with Loyola staff and any independent evaluators by providing data which is reasonably requested, by being reasonably available in matters relating to the Agreement, and by responding cooperatively to feedback which may arise from the evaluation process (i.e., making improvements in the program as deemed necessary for success).

17. Public Disclosure and Announcements.

(a) Public disclosures of the Grant Award made hereunder may be made by the Subcontractor subject to the provisions of this Section. Subcontractor and Loyola will agree to coordinate public announcements of the initial approval of the Grant Award. With prior approval by Loyola Subcontractor may use the Loyola name in future public announcements associated with the funding of the grant so long as there is no implied endorsement by Loyola of program findings or conclusions. Subcontractor hereby authorizes Loyola, at the sole discretion of Loyola, to publicly disclose the nature of this Agreement and the amount and purpose of the Grant Award to any other individual, the public or other organization including but not limited to grant making organizations.

(b) Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgement of NIH grant support and disclaimer such as "The project described was supported by Award Number 1R15AI079672-

01A1 from the National Institute of Allergy and Infectious Diseases. The content is solely the responsibility of the authors and does not necessarily represent the views of the National Institute of Allergy and Infectious Diseases or the National Institutes of Health." Subcontractor is required to comply with the NIH Public Access Policy.

18. **Conflict of Interest.** Subcontractor must establish standards to ensure that research funded under this Agreement is not biased by conflict of interest. Subcontractor must have a written administrative process to identify and manage any conflict of interest. Prior to the expenditure of funds awarded by this Agreement, the Subcontractor must report to Loyola any conflict of interest and within 30 days any new conflicting interests identified.

19. **Patents and Inventions.** Whenever any invention which is or may be patentable is conceived or first actually reduced to practice in the course of this Subcontract, the Subcontractor shall promptly, but in no event later than thirty (30) days, furnish Loyola with complete information thereon, in order that Loyola may carry out the conditions of the Prime Award with the Funding Agency with regard to the filing of patent applications and disposition of patent rights. This grant/contract is subject to the Funding Agency's policies on patents and inventions and to P. L. 96-517 (35 USC 203), PatentsXSmall Firms and Non-Profit Organizations), and Loyola's Board of Trustee's policy and Louisiana State Law.

20. **Release and Indemnification from Liability.** Subcontractor hereby releases, and agrees to indemnify, defend and hold, Loyola and its officers, directors, employees, agents and representatives harmless from and against any claims or liability arising out of or related to Subcontractor operations and/or use of the proceeds of the Grant Award.

21. **Termination by Subcontractor.** Subcontractor may terminate this Agreement in the event of an unresolved issue of performance, outcome, financial management, public perception or any other changed condition following a 30-day written notice to Loyola. .

22. **Subcontract Suspension by Loyola.** During the term of this Agreement, Loyola's Program Director overseeing the implementation of this subcontract may enact a suspension of subcontract funding in the event of an unresolved Subcontractor issue of performance, outcome, financial management, public perception or any other changed condition. No expenses incurred during suspension will be reimbursed except those expenses which in the opinion of Loyola could not be avoided or eliminated, provided such expenses would be allowable under the terms of the subcontract. Suspension of subcontract funding may not be appealed. If Subcontractor is unable to successfully resolve these issues in a timely manner, the Program Director will recommend subcontract defunding.

23. **Subcontract Defunding by Loyola.** Loyola may defund any previously awarded subcontract. Defunding actions involving subcontracts for aggregate sums less than \$25,000 are not subject to appeal by the Subcontractor. In the event it issues a preliminary decision to defund a previously approved subcontract for aggregate sums equal to or greater than \$25,000, the affected Subcontractor may, within 15 days of notification of such action, appeal for reconsideration. Failure by the Subcontractor to appeal a preliminary decision to defund within the above time constraints will be deemed a voluntary relinquishment of all rights to appeal and

the subcontract will be defunded. The request for an appeal by the Subcontractor shall: (1) be in writing, (2) succinctly state the reason for the appeal, and (3) present material in support of the Subcontractor position. Within 60 days of receiving a complete and timely request for an appeal, the Board shall provide Subcontractor with a written decision regarding defunding. In its sole discretion, Loyola may examine none, any or all records in the written request for an appeal or in the possession of the Subcontractor, its employees or agents. Loyola may interview none, any or all employees, agents, or related persons regarding any aspect of the subcontract and/or examine any other evidence available. Subcontractor, by requesting an appeal of a preliminary decision to defund, agrees to provide to Loyola any related material requested by Loyola. Failure to fully disclose all significant issues known by Subcontractor or that should have been known by Subcontractor relative to the subcontract or the appeal may also result in defunding. All defunding decisions by Loyola are final.

24. Taxes. Subcontractor alone is liable for, and responsible for the payment of, any and all taxes imposed on Subcontractor's receipt or use of the Grant Award.

25. Notices. All notices required or permitted by this Agreement shall be in writing and shall be sent via (i) hand delivery (ii) United States Postal Service, return receipt requested, (iii) nationally recognized overnight courier (with delivery charges prepaid), (iv) facsimile, or (v) e-mail, in each case, to the street address, facsimile number, or e-mail address, if any, of the parties set forth below (or such other street address, facsimile number, or e-mail address, if any, as shall subsequently be provided by notice by a party to this Agreement to all the other parties to this Agreement). Such notice shall be effective (v) at the time of delivery, if sent via hand delivery, (w) on the date set forth on the return receipt, if sent via United States Postal Service, (x) one day after being deposited with a nationally recognized overnight courier, (y) upon confirmation of facsimile transmission, or (z) at the time that receipt of the notice is acknowledged by the recipient via return e-mail.

If to Loyola, then to:

George E. Capowich, Ph.D.
Vice Provost
Loyola University New Orleans
6363 St. Charles Avenue, Campus Box 91
New Orleans, Louisiana 70118

Office Location: Marquette Hall, Room 301

Copy to Office of Grants and Research
Loyola University New Orleans
6363 St. Charles Avenue, Campus Box 71
New Orleans, Louisiana 70118

Office Location: Mercy Hall, Room 106

If to Subcontractor, then to:

Francisco Panzera, Ph.D.
Seccion Genetica Evolutiva
Facultad de Ciencias, Universidad de la Republica
Calle Igua 4225
11400 Montevideo, Uruguay

26. **Assignment.** No party to this Agreement shall assign this Agreement or any part hereof without the prior written consent of the other party to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective permitted successors and assigns.

27. **Rights of Third Parties.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the parties to this Agreement, any right or remedies under or by reason of this Agreement.

28. **Expenses.** Except as otherwise provided herein, each party to this Agreement shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated hereby whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

29. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

30. **Entire Agreement.** This Agreement (together with the exhibits to this Agreement) constitutes the entire agreement among the parties to this Agreement and supersedes any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties to this Agreement or any of their respective affiliates relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings or agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the parties to this Agreement.

31. **Amendments.** This Agreement may not be amended, modified or restated in any way without the express written consent and approval of all of the parties to this Agreement (or their successors or permitted assigns).

32. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations under this Agreement of the parties to this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable. (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. (c) the remaining provisions of this Agreement will remain in full force and effect and will not be

affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

33. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Louisiana (without regard to the conflict of law principles thereof).

34. Venue. Each Party hereby irrevocably and unconditionally (a) consents to submit to the jurisdiction of the courts of the State of Louisiana and of the United States of America, in each case located in Orleans Parish (the "Louisiana Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, (b) agrees that such jurisdiction shall be exclusive and that such party shall not commence any litigation relating thereto except in such courts, (c) waives any objection to the laying of venue of any such litigation in the Louisiana Courts and (d) agrees not to plead or claim in any Louisiana Court that such litigation brought therein has been brought in an inconvenient forum.

35. Conflicts. If with respect to an issue, there is any deemed or actual conflict between the terms and conditions of this Agreement and the Prime Award, the terms and conditions of the Prime Award shall govern the resolution of such issue.

36. Alternative Dispute Resolution.

(a) The objective of using ADR procedures is to increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. Essential elements of ADR include:

- 1) Existence of an issue in controversy;
- 2) A voluntary election by both parties to participate in the ADR process;
- 3) An agreement on alternative procedures and terms to be used in lieu of formal litigation; and
- 4) Participation in the process by officials of both parties who have the authority to resolve the issue in controversy.

(b) If the contracting officer rejects a subcontractor's request for ADR proceedings, the contracting officer shall provide the subcontractor a written explanation citing one or more of the conditions in 5 U.S.C. 572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. In any case where a contractor rejects a request of an agency for ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

(c) ADR procedures may be used at any time that the contracting officer has authority to resolve the issue in controversy. If a claim has been submitted, ADR procedures may be applied to all or a portion of the claim. When ADR procedures are used subsequent to

the issuance of a contracting officer's final decision, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the contracting officer's final decision and does not constitute a reconsideration of the final decision.

(d) When appropriate, a neutral person may be used to facilitate resolution of the issue in controversy using the procedures chosen by the parties.

(e) The confidentiality of ADR proceedings shall be protected consistent with 5 U.S.C. 574.

(f) (1) A solicitation shall not require arbitration as a condition of award, unless arbitration is otherwise required by law. Contracting officers should have flexibility to select the appropriate ADR procedure to resolve the issues in controversy as they arise.

(2) An agreement to use arbitration shall be in writing and shall specify a maximum award that may be issued by the arbitrator, as well as any other conditions limiting the range of possible outcomes.

(g) Binding arbitration, as an ADR procedure, may be agreed to only as specified in agency guidelines. Such guidelines shall provide advice on the appropriate use of binding arbitration and when an agency has authority to settle an issue in controversy through binding arbitration.

37. **Insurance.** Subcontractor shall provide assurances to Loyola that the following minimum insurances are maintained and available to support claims which may be incurred in connection with this project; and shall provide evidence of same being in full force and effect prior to the start of work and showing Loyola named as a party insured thereon where appropriate: (a) Worker' Compensation; (b) comprehensive general liability of at least \$1,000,000 for each occurrence; (c) comprehensive automobile liability with bodily injury limits of at least \$500,000 each person, \$1,000,000 each occurrence, and property damage limits of \$100,000 each occurrence, or a combined single limit of at least \$1,000,000; (d) property insurance adequate to cover equipment.

38. **Public Policy Requirements.** Subcontractor is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees, and contractors with the applicable public policy requirements as specified in Exhibit E (NIHGPS- Public Policy Requirements); taking appropriate action to meet the stated objectives; and informing Loyola of any problems or concerns. The signature of the subcontractor on this subcontract certifies that the organization and its employees and contractors will comply with the following public policy requirements and objectives:

- Acknowledgement of Federal Funding
- Animal Welfare
- Ban on Human Embryo Research and Cloning
- Certificates of Confidentiality

- Confidentiality of Patient Records
- Controlled Substances
- Data and Safety Monitoring
- Debarment and Suspension
- Financial Conflict of Interest (*Subcontract will comply with provisions of their established Financial Conflict of Interest Policy*)
- Freedom of Information Act
- Additional Health and Safety Regulations and Guidelines
- Health Insurance Portability and Accountability Act (HIPAA)
- Human Subjects
- Inclusion of Children as Subjects in Clinical Research
- Inclusion of Women/Minorities as Subjects in Clinical Research
- Investigational New Drug Applications/Investigational Device Exceptions
- Limited English Proficiency
- Limitation on Use of Funds for Promotion or Legalization of Controlled Substances
- Lobbying
- Metric System
- Military Recruiting and ROTC Program Access to Institutions of Higher Education
- Non-delinquency on Federal Debt
- Privacy Act
- Pro-Children Act of 1994
- Program Fraud and Civil Remedies and False Claims Acts
- Protection of Research Subjects' Identity
- Public Health Security and Bioterrorism Preparedness and Response Act
- Recombinant DNA Molecules and Human Gene Transfer Research
- Research Misconduct
- Research on Human Fetal Tissue

- Research on Transplantation of Fetal Tissue
- Restriction on Abortions
- Restriction on Distribution of Sterile Needles
- USA PATRIOT Act

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO SUBCONTRACT 1R15AI079672-01A1-UR
FOR GRANT NUMBER 1R15AI079672-01A1**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each party to this Agreement as of the date first above written.

LOYOLA UNIVERSITY NEW ORLEANS

By: [Signature]
Name: Mr. Kevin Wm. Wildes, S.J.
Title: President

Date: 27 July 2011

By: [Signature]
Name: George E. Capowich, Ph.D.
Title: Vice Provost for Institutional Effectiveness and Research

Date: 01/27/11

University of the Republic, Uruguay

By: [Signature]
Authorized Signing Official

Print Name: Diego Trocena

Print Title: Rector

Date: 19 ENE. 2011

