

AGREEMENT BETWEEN
UNIVERSITY OF UTAH
AND

Type: Reimbursable

Subrecipient:

University of Kansas Medical Center
Archie R. Dykes Library of the Health
Sciences
3901 Rainbow Blvd
Kansas City, KS 66160

Project Title:

KUMC Internet Performance Evaluation
Project

Amount \$15,207

University of Kansas Medical Center agrees to the following terms and conditions herein.

Section A – Statement of Work

University of Kansas Medical Center agrees to provide its best efforts in performance as described in the Work Statement attached hereto as Exhibit A.

Section B – Period of Performance

The period shall be from February 10, 2004 through January 30, 2005, unless such period is extended in writing by both parties.

Section C – Consideration

In consideration of the performance hereunder, the amount of \$15,207 is agreed to as set forth in the detailed budget contained in Exhibit B attached hereto.

Section D – Payment

Progress payments shall be made based upon quarterly requests submitted. The amounts of all such progress payments shall be limited exclusively to allowable costs and shall be based upon verified progress in completing the performance. Each request should state the period being requested and should be submitted on University of Kansas Medical Center's standard billing form. All requests should reference Prime Contract No. NO1-LM-1-3514. The final 10% of the award will be paid upon receipt of the final report of the project and an invoice for the final 10%. Invoices shall be delivered to:

Claire Hamasu, Associate Director
NN/LM-MidContinental Region
Eccles Health Sciences Library
10 North 1900 East, Building 589
Salt Lake City, Utah 84112-5890

Section E – Principal Investigator

University of Kansas Medical Center's principal investigator(s) is Whitney Davison-Turley.

Section F – Termination

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the defaulting party is given: a) not less than 30 calendar days written notice (by certified mail, return receipt requested) of terminating party's intent to terminate, and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of notice of termination, University of Kansas Medical Center may discontinue all Work. In the event of such termination, University of Kansas Medical Center shall be entitled to receive just and equitable compensation for any services completed to the date of termination in a satisfactory manner, as determined by the Sponsor and University of Kansas Medical Center. Such compensation shall not exceed the maximum amount payable under this Agreement.

Section G – Applicable Law

This agreement, and all matters or issues collateral to it shall be governed by, and construed in accordance with, the laws of the State of Utah without application of any principles of choice of laws.

Section H - Confidentiality.

University of Kansas Medical Center acknowledges that the University of Utah is a governmental entity and thus subject to the Utah Governmental Records Access Management Act, Section 63-2-101 et seq., Utah Code Ann. (1997 and supp 1998 as amended) ("GRAMA") and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp. 1998). Pursuant to GRAMA and Section 53B-16-301 et seq., this Agreement, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides records that such person believes should be protected from disclosure for business reasons must, pursuant to

Section 63-2-308 of GRAMA and Section 53B-16-304, provide to the University of Utah a written claim of business confidentiality and a concise statement of reasons supporting such claim.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of this _____ day of _____, 2004.

UNIVERSITY OF UTAH

By: _____
Signature

By: _____
Signature

Name: Elliott Kulakowski
(Please print)

Name:

Title: Director

Title:

Date: _____

Date: _____

Reviewed By: _____

Wayne Peay, Director
National Network of Libraries of Medicine-MidContinental Region