

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <	RATING	PAGE 1	OF PAGES 30
2. CONTRACT (Proc. Inst. Ident.) NO. N01-LM-6-3504 HHSN27620063504C	3. EFFECTIVE DATE May 1, 2006	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. LO-06-0008		

5. ISSUED BY National Library of Medicine Office of Acquisitions Management 8600 Rockville Pike, Building 38A, Room B1N17 Bethesda, Maryland 20894	6. ADMINISTERED BY (If other than Item 5) CODE N/A
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) The University of Utah 1471 E. Federal Way Salt Lake City, UT 84102-1870	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) Destination
9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: < ITEM See Section G., Article G.3.	

CODE	FACILITY CODE
11. SHIP TO/MARK FOR CODE See Section F.	12. PAYMENT WILL BE MADE BY CODE See Section G., Article G.3.

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) (1)	14. ACCOUNTING AND APPROPRIATION DATA EIN# 1876000525A1 Amount Obligated: \$ 1,199,326 DUNS# 009095365 CAN# 6-8420175 ; OC# 25.55; APP#7550807
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
TITLE:	National Network of Libraries of Medicine (NN/LM)				
CONTRACT TYPE:	Cost Reimbursement/Completion				
CONTRACT TERM:	May 1, 2006 - April 30, 2011				
CURRENT OBLIGATION:	\$ 1,199,326				
15G. TOTAL AMOUNT OF CONTRACT <					\$ 8,546,625

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents; (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Patricia L. Gibbons, Contracting Officer
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED 4/28/06	20C. DATE SIGNED 4/28/06

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The mission of the National Network of Libraries of Medicine (NN/LM) is to advance the progress of medicine and improve the public health by 1) providing all U.S. health professionals with equal access to biomedical information and 2) improving the public's access to information in order to enable them to make informed decisions about their health. The Contractor shall provide health science practitioners, investigators, educators, and administrators with timely, convenient access to information through the continued maintenance and enhancement of regional networks of health sciences libraries, which form the National Library of Medicine (NLM) managed National Network of Libraries of Medicine. In addition, the contractor shall promote awareness of and access to electronic health information for the public.

ARTICLE B.2. ESTIMATED COST

- a. The estimated cost of this contract is \$ 8,546,625
- b. Total funds currently available for payment and allotted to this contract are \$ 1,199,326. For further provisions on funding see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.
- c. It is estimated that the amount currently allotted will cover performance of the contract through April 30, 2007.
- d. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.
- e. Funding increments to be allotted to this contract are estimated as follows:

<u>Year</u>	<u>Period</u>	<u>Amount</u>	<u>Total Amount Ceiling Amount</u>
1	5/1/06 - 4/30/07	\$ 1,199,326	\$ 1,199,326
2	5/1/07 - 4/30/08	\$ 1,753,982	\$ 1,753,982
3	5/1/08 - 4/30/09	\$ 1,816,491	\$ 1,816,491
4	5/1/09 - 4/30/10	\$ 1,864,299	\$ 1,864,299
5	5/1/10 - 4/30/11	\$ <u>1,912,526</u>	\$ <u>1,912,526</u>
TOTAL AMOUNT:		\$ 8,546,625	\$ 8,546,625

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

a. Items Unallowable Unless Otherwise Provided

Notwithstanding the clause[s], ALLOWABLE COST AND PAYMENT, incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Special rearrangement or alteration of facilities;
- (3) Purchase or lease of **any** item of general purpose office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);

- (4) Travel to attend general scientific meetings;
- (5) Foreign travel - See paragraph b. (2) of this Article;
- (6) Consultant costs;
- (7) Subcontracts;
- (8) Patient care costs;
- (9) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more and a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property), 1990, regardless of acquisition value.
- (10) Printing Costs (as defined in the Government Printing and Binding Regulations).

b. Travel Costs

- (1) Domestic Travel
 - (a) Total expenditures for domestic travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed \$ 309,961 without the prior written approval of the Contracting Officer.
 - (b) The Contractor shall invoice and be reimbursed for all travel costs in accordance with OMB Circular A-21.

- (2) Foreign Travel

Requests for foreign travel must be submitted at least six weeks in advance and shall contain the following:

- (a) meeting(s) and place(s) to be visited, with costs and dates;
- (b) name(s) and title(s) of Contractor personnel to travel and their functions in the contract project;
- (c) contract purposes to be served by the travel;
- (d) how travel of contractor personnel will benefit and contribute to accomplishing the contract project, or will otherwise justify the expenditure of NIH contract funds;
- (e) how such advantages justify the costs for travel and absence from the project of more than one person if such are suggested; and
- (f) what additional functions may be performed by the travelers to accomplish other purposes of the contract and thus further benefit the project.

c. Indirect Costs

The Contractor shall be reimbursed in accordance with the indirect cost rate per memo "University of Utah Treatment of Fringe Benefits Applicable to Grants and Contract", dated July 15, 2000, by Director of Governmental Accounting & Support Services, University Utah.

For the purpose of this contract, the contractor proposed lower indirect cost rates for performance of this contract. Reimbursement shall be in accordance with the rates provided by the contractor under the Final Proposal Revision, dated April 20, 2006:

Type	Billing Rate	Ceiling Rate
Indirect Costs	27.5%	27.5%

Rate application base:

The rate is applied to the Modified Total Direct Cost (MTDC base, consisting of all salaries and wages, fringe benefits, materials and supplies, services, travel and subgrants and subcontracts up to \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care and tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

The Government is not obligated to pay any additional amount should the final indirect cost rates exceed these negotiated ceiling rates. In the event that the final indirect cost rates are less than these negotiated ceiling rates; the final negotiated ceiling rates shall be reduced to conform to the lower rates.

Any costs over and above this cost ceiling shall not be reimbursed under this contract or any other Government contract, grant or cooperative agreement.

Notwithstanding the foregoing provisions of this article, the Contractor shall, in the case of an upward adjustment of the provisional rate, comply with the requirements of the contract clause FAR 52.232-22, "Limitation of Funds" (April 1984) and provide timely notification to the Contracting Officer where such increase in costs causes operation of that clause.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Other provisions of this contract notwithstanding, approval of the following items within the limits set forth is hereby granted without further authorization from the Contracting Officer.

a. Funding Increments/Estimated Costs

The funding increments under Article B.2. Estimated Costs are subject to the FAR Clause 52.232-20 "Limitation of Costs" (Contract Section I.1.); FAR Clause 52.232-22 "Limitation of Funds".

In addition, the actual funding increments following the base period (Year 1) shall be based on the results of negotiations between contractor and government.

b. Enhancements for Additional Activities

Enhancements for additional activities, shall be non-competitively negotiated prior to inclusion in the contract. Authorization to proceed will be granted via modification to the contract.

Activities may include, but are not limited to the following: developing research health informatics specialists, web evaluation projects, outreach evaluation, electronic access to health information, infrastructure creation projects, outreach symposiums, etc.

c. Materials Furnished via the Internet

The Government agrees to furnish the following materials to the Contractor via the World Wide Web (WWW):

- * DOCLINE Online Manual and SERHOLD Documentation: http://www.nlm.nih.gov/docline/doclinehelp/!SSL!/WebHelp/DOCLINE_Help.htm
- * NLM exhibit system : <http://wwwcf.nlm.nih.gov/webexhibits>
- * NN/LM Graphics Standards: <http://www.nlm.nih.gov/nno/contract.html>

- * Outreach activity reporting system and mapping application:
https://staff.nlm.gov/outreach/activity_reporting

d. **Government Furnished Property**

The Government agrees to furnish equipment as required for use in direct performance under contract.

e. **Essential Personnel under Contract**

The positions of Director and Associate Director are considered to be essential to the work being performed under this contract. Prior to selecting the individual for these positions, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification, including a resume in sufficient detail to permit evaluation of the individual. No replacement or appointment shall be made by the contractor without the written consent of the Contracting Officer and Project Officer.

f. **Subcontract**

Award of the subcontracts shall not proceed without the prior written approval of the Contracting Officer upon review of the supporting documentation as required by the Subcontracts clause of the General Clauses incorporated in this contract and after review and approval of the subcontract's Work Statement by the Project Officer. After written approval of the subcontract by the Contracting Officer and upon execution of the subcontracts, copies of the signed documents and any subsequent modifications shall be provided to the Contracting Officer.

g. **Consultants**

Consultant work/fee(s) shall not commence without the prior written approval of the Contracting Officer upon review of the supporting documentation as required by the Government Project Officer.

h. **Contract Number Designation**

On all correspondence submitted under this contract, the contractor agrees to clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No.
ADB Contract No. *[insert the 10 digit number that appears in the upper left hand corner of the SF-26, Example: N01-LM-6-1234.]*

i. **Correspondence Procedure**

To promote timely and effective administration, correspondence (except for invoices, technical progress reports and deliverables) submitted under this contract shall be subject to the following procedures:

- (1) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence which proposes or otherwise involves waivers, deviations, or modification to the requirements, terms or conditions of this contract) shall be addressed to the Project Officer, with an information copy of the basic correspondence to the Contracting Officer.
- (2) **Other Correspondence.** All other correspondence shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the Project Officer.
- (3) **Subject lines.** All correspondence shall contain a subject line, commencing with the contract number as illustrated in Block 2 of the award page (Standard Form 26).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work], SECTION J, ATTACHMENT 1, attached hereto and made a part of this contract.

ARTICLE C.2. REPORTING REQUIREMENTS

The reports shall be prepared using the templates provided under Section J. "List of Attachments". The suggested length is 8-12 pages, excluding attachments. The suggested font is 10 point Arial. The reports shall be submitted via email attachment in accordance with the delivery schedule under Section F. Article F.2.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this ARTICLE, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:

National Library of Medicine, 8600 Rockville Pike
Building 38, Room B1E03
Bethesda, Maryland 20894

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. The full text may also be access at URL: <http://www.acqnet.gov/far/>

FAR Clause **52.246-3, Inspection Of Supplies--Cost-Reimbursement** (May 2001).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from May 1, 2006 through April 30, 2011.

ARTICLE F.2. DELIVERIES

Satisfactory performance of this contract shall be deemed to occur upon performance of the work described in Article C.1. and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C, ARTICLE C.2. will be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of the contract:

Item	Description	Quantity	Delivery Schedule
(1)	Quarterly Reports- NN/LM Services	Reference Article C.2.	Due 30 days after end of each quarter.
(2)	Annual Reports - NN/LM Services	Reference Article C.2.	Due 30 days after end of contract year.
(3)	Final Report - NN/LM Services	Reference Article C.2.	Due on the completion date of the contract.
(4)	Other Reports/Deliverables - Summary of Exhibits	Reference Article C.2.	Due monthly on or before the 5 th calendar year following the reporting period.
(5)	Other Reports/Deliverables - Ad hoc Reports	Reference Article C.2.	Due intermittently; per written guidance Of the Government Project Officer
(6)	Other Reports/Deliverables - Transition Plan	Reference Article C.2.	Due 120 calendar days prior to the Completion date of the contract.

- b. The above items shall be address and delivered to:

Address	Deliverable Item No.	Quantity
Angela B. Ruffin, Ph.D. Project Officer National Library of Medicine 8600 Rockville Pike Building 38, Room B1E03D Bethesda, Maryland 20894 Tel. 301-496-4777 Fax 301-480-1467	(1) through (6)	2 paper copies, including attachments; 1 electronic copy
Contracting Officer National Library of Medicine 8600 Rockville Pike Building 38, Room B1N17 Bethesda, Maryland 20894 Tel. 301-496-6546 Fax 301-402-1869	(1) through (6)	1 paper copy, including attachments

ARTICLE F. 3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at URL: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989) with **Alternate I** (April 1984).

52.242-17, Government Delay of Work (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

Project Officer: Angela B. Ruffin, Ph.D.
National Library of Medicine
8600 Rockville Pike
Building 38, Room B1E03D
Bethesda, Maryland 20894
Tel. 301-496-4777
Fax 301-480-1467

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Contracting Officer hereby delegates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to HHSAR Clause 352.270-5, Key Personnel, incorporated in Section I of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title
Wayne Peay, M.S.L.S.	Director
Claire Hamasu, M.L.S.	Associate Director

Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

a. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

(1) Invoices/financing requests shall be submitted as follows:

(a) To be considered a "proper" invoice in accordance with FAR 32.9, Prompt Payment, each invoice shall clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No. (This is the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN276200411000C.)

ADB Contract No. (This is the 10 digit number that appears in the upper left hand corner of the SF-26, i.e. N01-LM-O-41234.)

(b) An original and two copies to the following designated billing office:

Contracting Officer
Office of Acquisitions
National Library of Medicine, NIH
Building 38A, Room B1N17
8600 Rockville Pike
Bethesda, Maryland 20894

(2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 496-6546.

ARTICLE G.4. CONTRACT FINANCIAL REPORT

- a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are discussed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled "**PREPARATION INSTRUCTIONS**," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the (FIRST FULL CALENDAR MONTH/FIRST FULL THREE CALENDAR MONTHS) following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a (monthly/quarterly) basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The listing of expenditure categories to be reported is incorporated within the Financial Report of Individual Project/Contract, NIH 2706, SECTION J, LIST OF ATTACHMENTS, attached hereto and made a part of this contract.
- f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

ARTICLE G.5. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
6100 Building, Room 6B05; MSC-7540
Bethesda, MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

ARTICLE G.6. GOVERNMENT PROPERTY

- a. In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in SECTION I of this contract, the Contractor shall comply with the provisions of DHHS Publication, **Contractor's Guide for Control of Government Property**, which is incorporated into this contract by reference. This document can be accessed at: <http://www.knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract. A copy of this publication is available upon request to the Contracts Property Administrator.

Requests for information regarding property under this contract should be directed to the following office:

Division of Personal Property Services, NIH
6011 Building, Suite 637
6011 EXECUTIVE BLVE MSC 7670
BETHESDA MD 20852-7670
(301) 496-6466

- b. Notwithstanding the provisions outlined in the DHHS Publication, **Contractor's Guide for Control of Government Property**, which is incorporated in this contract in paragraph a. above, the contractor shall use the form entitled, "Report of Government Owned, Contractor Held Property" for performing annual inventories required under this contract. This form is included as an attachment in SECTION J of this contract.

- c. **Contractor-Acquired Government Property - Schedule I-B**

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to acquire the property listed in the attached Schedule I-B for use in direct performance of the contract, on receipt of the Contracting Officer's written approval, based on contractor-furnished prices and evidence of competition. This contract is for scientific research and is with a nonprofit institution whose primary purpose is the conduct of scientific research. Therefore, in accordance with the clause, GOVERNMENT PROPERTY, ALTERNATE I, title to equipment having an acquisition cost of less than \$5,000 shall vest in the Contractor, and title to equipment having an acquisition of \$5,000 or more purchased with funds made available under the contract shall vest in the Contractor subject to the provisions of the clause, GOVERNMENT PROPERTY; provided that the Government may direct transfer of the title to the Government or to a third party within twelve months after completion or termination of the contract. The transfer of title to such equipment to the Government or to a third party shall not be the basis for any claim against the Government by the Contractor.

ARTICLE G.7. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

<http://oamp.od.nih.gov/OD/CPS/cps.asp>

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. NEEDLE EXCHANGE

a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b. Public Law and Section No.	Fiscal Year	Period Covered
P.L. 109-149, Title V-General Provisions Section 505	2006	(10/1/2005-9/30/2006)

ARTICLE H.2. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

ARTICLE H.3. SUBCONTRACTING PROVISIONS

Subcontracting Reports

The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

(1) Individual Subcontract Reports (ISR)

Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th
October 30th

(2) Summary Subcontract Report (SSR)

Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

For both the Individual and Summary Subcontract Reports, the [Contracting Officer/Contract Specialist/or title of alternate designee] shall be included as a contact for notification purposes at the following e-mail address:

[insert appropriate e-mail address(es)]
[Contracting Officer/Contract Specialist/ or Title of alternate designee, OAM, NLM]

ARTICLE H.4. INFORMATION SECURITY

The Statement of Work (SOW) requires the contractor to develop or access Federal automated information systems; therefore, the contractor shall comply with the "DHHS Information Security Program Policy" (<http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc>) as set forth below. The contractor shall include this provision in any subcontract awarded under this contract.

a. Information Type

Administrative, Management and Support Information:

Mission Based Information:

b. Security Categories and Levels

Confidentiality	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Integrity	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Availability	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Overall	Level:	<input checked="" type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High

c. Position Sensitivity Designations

(1) The following position sensitivity designations and associated clearance and investigation requirements apply under this contract:

Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI). Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI). Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

Level 1: Non Sensitive (Requires Suitability Determination with an NACI). Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

(2) The contractor shall submit a roster, by name, position and responsibility, of all IT staff working under the contract. The roster shall be submitted to the Project Officer, with a copy to the Contracting Officer, within 14 days of the effective date of the contract. Any revisions to the Roster as a result of staffing changes shall be submitted within fifteen (15) calendar days of the change. The Contracting Officer shall notify the contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:

<http://ais.nci.nih.gov/forms/Suitability-roster.xls>

Upon receipt of the Government's notification of applicable Suitability Investigation required, the contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor employees who have had a background investigation conducted by the U.S. Office of Personnel Management (OPM) within the last five years may only require an updated or upgraded investigation.

(3) Contractor employees shall comply with the DHHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:

Levels 5 and 1: Contractor employees may begin work under the contract after the contractor has submitted the name, position and responsibility of the employee to the Project Officer, as

described in paragraph c.(2) above.

Level 6: In special circumstances the Project Officer may request a waiver of the preappointment investigation. If the waiver is granted, the Project Officer will provide written authorization for the contractor employee to work under the contract.

d. Systems Security Plan

The contractor shall protect Federal automated information systems that are developed or accessed by the contractor. [System security shall be accomplished in accordance with the contractor's System Security Plan dated _____.

OR

The Systems Security Plan (SSP) that the contractor submitted with its offer shall be finalized in coordination with the Project Officer no later than 90 calendar days after contract award. The plan must:]

- (1) Include a detailed plan of present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. The contractor shall use the **NIH Systems Security Plan Template** (detailed) at <http://irm.cit.nih.gov/security/secplantemp.doc> or **NIH Systems Security Plan Outline** (outline only) at http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc.

OR

- (1) Include a plan of present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. The minimum areas to be addressed include, but are not limited to administrative, technical, and physical security as follows:
 - (i) Security Awareness Training
 - (ii) Logical Access Control
 - Network (ex: firewall)
 - System (ex: network OS, tcp wrappers, SSH)
 - Application (ex: S-LDAP, SSL)
 - Remote Access (ex: VPN)
 - Monitoring and support (ex: IDS, pager, NOC)
 - (iii) Protection against data loss
 - OS security (ex: patch management, configuration)
 - Application security (ex: patch management)
 - Database security
 - Back-up and recovery
 - Fault tolerance, high availability
 - (iv) Malicious Code Protection (ex: Antivirus, filtering of e-mail attachments, etc)
 - (v) Physical Security
 - Access control (ex: locks, guards)
 - Power conditioning and/or UPS
 - Air conditioning
 - Fire protection

Include an acknowledgment of its understanding of the security requirements.

Provide similar information for any proposed subcontractor developing or accessing an AIS.

e. Rules of Behavior

The contractor shall comply with the the **NIH Information Technology General Rules of Behavior** at: <http://irm.cit.nih.gov/security/nihitrob.html>.

f. Information Security Training

Each contractor employee shall complete the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov/>) prior to performing any contract work, and on an annual basis thereafter, during the period of performance of this contract.

The contractor shall maintain a listing by name and title of each individual working under this contract that has completed the NIH required training. Any additional security training completed by contractor staff shall be included on this listing. [The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.]

Contractor staff shall complete the following additional training prior to performing any work under this contract:

g. Personnel Security Responsibilities

The contractor shall perform and document the actions identified in the "Employee Separation Checklist", attached and made a part of this contract, when a contractor employee terminates work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request.

h. Commitment to Protect Departmental Information Systems and Data

(1) Contractor Agreement

The Contractor shall not release, publish, or disclose sensitive Department information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

(2) Contractor-Employee Non-Disclosure Agreements

Each contractor employee who may have access to Departmental information under this contract shall complete Commitment To Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

i. References

- (1) DHHS Information Security Program Policy: <http://www.hhs.gov/ohr/manual/pssh.pdf>
- (2) DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
- (3) NIST Special Publication 800-16, Information Technology Security Training Requirements: <http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>
Appendix A-D: <http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf>
- (4) NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems: <http://csrc.nist.gov/publications/nistpubs/index.html>
- (5) NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I: <http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V1-final.pdf>
- (6) NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume II: <http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V2-final.pdf>
- (7) NIST SP 800-64, Security Considerations in the Information System Development Life Cycle: <http://csrc.nist.gov/publications/nistpubs/800-64/NIST-SP800-64.pdf>
- (8) NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>
- (9) Roster of Employees Requiring Suitability Investigations: <http://ais.nci.nih.gov/forms/Suitability->

[roster.xls](#)

- (10) NCI Information Technology Security Policies, Background Investigation Process: <http://ais.nci.nih.gov/>
- (11) NIH Systems Security Plan Template (detailed): <http://irm.cit.nih.gov/security/secplantemp.doc>
- (12) NIH Systems Security Plan Outline (outline only):
http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc
- (13) NIH Information Technology General Rules of Behavior: <http://irm.cit.nih.gov/security/nihitrob.html>
- (14) Commitment To Protect Non-Public Information - Contractor Agreement:
<http://irm.cit.nih.gov/security/Nondisclosure.pdf>

ARTICLE H.5. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Final Standards can be accessed at <http://www.access-board.gov/>

The standards applicable to this requirement are [identified in the Statement of Work/listed below]:

ARTICLE H.6. EPA ENERGY STAR REQUIREMENTS

Executive Order 13123, "Greening the Government Through Efficient Energy Management" and FAR 23.203 require that when Federal Agencies acquire energy using products, they select, where life-cycle cost-effective, and available, ENERGY STAR® or other energy efficient products.

Unless the Contracting Officer determines otherwise, all energy-using products acquired under this contract must be either an ENERGY STAR® or other energy efficient product designated by the Department of Energy's Federal Energy Management Program (FEMP).

For more information about ENERGY STAR® see <http://www.energystar.gov/>
For more information about FEMP see <http://www.eere.energy.gov/>

ARTICLE H.7. PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Library of Medicine, National Institutes of Health, Department of Health and Human Services, under Contract No.
."

ARTICLE H.8. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b.	Public Law and Section No.	Fiscal Year	Period Covered
	P.L. 109-149, Title V-General Provisions Section 506	2006	(10/1/2005-9/30/2006)

ARTICLE H.9. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.10. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

1. Service Involving the Use of Information Technology

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

2. Noncommercial Supply Items Warranty

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(end of clause)

3. Commercial Supply Products Warranty

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(end of clause)

ARTICLE H.11. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall only be used for normal and recognized executive-legislative relationships. Contract funds shall not be used, for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c. Public Law and Section No.	Fiscal Year	Period Covered
for a., above: P.L. 109-149, Title V-General Provisions Section 503a.	FY-06	(10/1/2005-9/30/2006)
for b., above: P.L. 109-149, Title V-General Provisions Section 503b.	FY-06	(10/1/2005-9/30/2006)

ARTICLE H.12. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

The contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and

P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

ARTICLE H.13. NIH POLICY ON ENHANCING PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM NIH-FUNDED RESEARCH

The Policy requests that beginning May 2, 2005, NIH-funded investigators submit to the NIH National Library of Medicine's (NLM) PubMed Central (PMC) an electronic version of the author's final manuscript, upon acceptance for publication, resulting from research supported in whole or in part with direct costs from NIH. NIH defines the author's final manuscript as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. The PMC archive will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and NIH. The Policy directs electronic submissions to the NIH/NLM/PMC: <http://www.pubmedcentral.nih.gov>.

Additional information is available at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-05-022.html>.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	Jul 2004	Definitions (Over \$100,000)
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Sep 2005	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Oct 2003	Central Contractor Registration
52.209-6	Jan 2005	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000), Alternate II (Apr 1998)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Oct 2004	Pension Adjustments and Asset Reversions

52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Dec 2002	Allowable Cost and Payment (Paragraph (a) is modified to delete the words "Subpart 31.2" and to add the words "Subpart 31.3")
52.216-11	Apr 1984	Cost Contract - No Fee
52.219-8	May 2004	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jul 2005	Small Business Subcontracting Plan (Over \$500,000, \$1,000,000 for Construction)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000, \$1,000,000 for Construction)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Jun 2003	Buy American Act - Supplies
52.225-13	Feb 2006	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments

52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2003	Prompt Payment, Alternate I (Feb 2002)
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.244-2	Aug 1998	Subcontracts, Alternate I (January 2006)
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.244-6	Feb 2006	Subcontracts for Commercial Items
52.245-5	May 2004	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract), Alternate I (Jul 1985)
52.245-9	Aug 2005	Use and Charges
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-5	Sep 1996	Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

HHSAR CLAUSE NO.	DATE	TITLE
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.249-14	Apr 1984	Excusable Delays
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - Rev. 04/2006].

ARTICLE I.2 AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

- (1) Alternate II (April 1998) of FAR Clause 52.215-2, Audit and Records--Negotiation (June 1999) is added.
- (2) FAR Clause 52.216-7, Allowable Cost And Payment (December 2002), is modified in paragraph (a) to delete the words "subpart 31.2 of the Federal Acquisition Regulation (FAR)" and substitute the words "45 CFR part 74, appendix E".
- (3) Alternate I (April 1984), of FAR Clause 52.227-1, AUTHORIZATION AND CONSENT (JULY 1995) is deleted in its entirety.
- (4) Alternate I (April 1984), of FAR Clause 52.245-5, GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACT) (JANUARY 1986) is deleted in its entirety.
- (5) FAR Clause 52.232-20, Limitation Of Cost (April 1984), is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (April 1984) is substituted therefor. ***[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]***

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

This contract incorporates the following clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text is also available at URL: <http://www.acqnet.gov/far/>

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

- (1) FAR Clause 52.216-15, Predetermined Indirect Cost Rates (April 1998).
- (2) FAR Clause 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005).

"(c) Waiver of evaluation preference.....

[] Offeror elects to waive the evaluation preference."

- (3) FAR Clause 52.230-5, Cost Accounting Standards - Educational Institution (April 1998).
- (4) FAR Clause 52.230-6, Administration of Cost Accounting Standards (November 1999)
- (5) FAR Clause 52.237-3, Continuity of Services (January 1991).
- (6) FAR Clause 52.247-63, Preference for U.S. Flag Air Carriers (June2003).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

- (1) HHSAR Clause 352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities (January 2001).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

- (1) **NIH (RC)-7, Procurement of Certain Equipment** (April 1984) (OMB Bulletin 81-16).
- (2) **NLM(RC)--Rights in Data--Special Works** (11/30/97).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

This contract incorporates the following clauses in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

1. FAR Clause 52.244-6, Subcontracts for Commercial Items and Commercial Components (October 1998)

(a) **Definition.**

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III

SECTION J - LIST OF ATTACHMENTS

The following documents are attached and incorporated in this contract:

1. Statement of Work for the NN/LM Basic Services, dated April 15, 2005, and all related appendices.
2. Invoice Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH (RC)-1 (5/97), 4 pages.
3. Financial Report of Individual Project/Contract, NIH 2706, (5/97), 2 pages
4. Instruction for Completing Form NIH 2706, Financial Report of Individual Project/Contract, (5/97), 3 pages.
5. Procurement of Certain Equipment, NIH (RC)-7, dated April 4, 1984, 1 page.
6. Government Property - Schedule I-B, 1 page.
7. Report of Government Owned, Contractor Held Property, 1 page.
8. NLM(RC) - Rights in Data - Special Works, 11/30/88, 2 pages.
9. Report Outline - Quarterly
10. Report Template - Quarterly
11. Report Outline - Annual
12. Report Template - Annual

PART IV

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

1. Representations and Certifications.

**END of the SCHEDULE
(CONTRACT)**