



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Wadsworth Center

The Governor Nelson A. Rockefeller Empire State Plaza

P.O. Box 509

Albany, New York 12201-0509

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Chief of Staff

November 14, 2007

Dear _____:

NYSTEM, a program of the New York State Department of Health, whose purpose is to administer stem cell research funding based on recommendations and advice from the Empire State Stem Cell Board created by Governor Eliot Spitzer, is hereby **soliciting applications for funds to provide a rapid influx of flexible funding that will invigorate stem cell research efforts at institutions throughout New York State**. This funding is intended to build the infrastructure necessary to support a robust stem cell research community. The amount of funding to be distributed through contracts as a result of this solicitation is estimated at \$15-20 million.

The information contained herein is provided for institutional use in applying for the funds, and is consistent with the recommendations from the Empire State Stem Cell Board.

Eligible Institutions: Public or nonprofit universities, hospitals, laboratories, and other institutions located within New York State that received total funding from the National Institutes of Health and the National Science Foundation combined during Federal Fiscal Year (FFY) 2006 in an amount greater than or equal to \$1 million. Publicly available data was used to determine institutional eligibility to apply for these funds (data replicated here as Attachment 1).

Challenging Eligibility Data: An institution that wishes to correct the data presented in Attachment 1 may provide evidence to support such correction as part of the application materials. Additionally, any institution that does not appear in Attachment 1 may also apply, provided evidence is included in the application to support a determination of eligibility.

Maximum Levels of Support: Eligible institutions with currently funded stem cell research programs may apply for one or more of the four categories of funding described below **up to \$1 million, or not more than one percent** of the total amount of funds received from the National Institutes of Health and National Science Foundation combined for any purpose during FFY 2006, whichever is less, provided however, that **all institutions may apply for at least \$100,000**.

Eligible institutions without currently funded stem cell research programs may apply for **up to \$100,000 to support stem cell research training** as described below.

In-Kind Match: Each eligible institution must provide an amount of funding equal to twenty-five percent (25%) of the amount awarded. Matching funds must be used to support activities that are of the type that are permitted to be funded under the program. Funds received through this solicitation may not be used to replace existing funding commitments, but may be used to supplement current research and education efforts.

Applying for Funds: The application forms and instructions, in Microsoft Word, are provided here as Attachment 2, and may be downloaded from <http://www.nyhealth.gov/funding/>. ***Applications must be received via Email attachment at nystemgrants@wadsworth.org no later than 4pm, Monday, December 31, 2007. Application forms must be submitted as a Microsoft Word file (.doc). The signed Face Page (Form 1) and supporting documentation may be submitted as Portable Document Format files (.pdf).*** Late applications will not be considered for funding.

Application materials must provide sufficient justification and documentation to support awards in any amount for eligible activities that meet all of the requirements set forth in this solicitation and as instructed on the application forms. In the event that NYSTEM determines that a portion of the application is ineligible for funding, NYSTEM will contact the applicant institution to discuss alternatives. Upon mutual agreement, the requested funds will be restored to the originally requested level, for eligible activities, provided however, that such agreement is reached by 4pm on January 14, 2008.

Demonstrating Currently Funded Stem Cell Research Programs: In the appendix, include at least one abstract from a funded research project that demonstrates stem cell research conducted by a principal investigator whose primary appointment is to the applicant institution. Also provide that research project's corresponding notice of funding award.

Eligible Activities: Funding resulting from this solicitation may be used in four general categories:

1. Bridge Funding – to support the continuation of previously funded, peer reviewed, stem cell research that was deemed “meritorious” by the reviewers following submission of a competitive renewal application but for which funds are not available from that funding source to continue the research project at this time. The institution may use this funding as a bridge to support an investigator who is awaiting renewal of the previously funded project or anticipates funding from another source.
2. Supplemental Funding – to support currently active, peer reviewed, stem cell research to enhance its outcomes. This may take the form of:
 - a. purchasing equipment and supplies;
 - b. hiring additional staff; or
 - c. supporting core facilities and related services, or specialized training.
3. Stem Cell Research Training – to support salary, supplies, small equipment, travel to meetings/conferences for established, actively funded investigators with a desire to obtain additional or specialized skills that prepare the investigator for stem cell research, where a legitimate opportunity for such an experience exists. Investigators may seek appropriate training

opportunities at institutions within New York State or outside New York State, including at institutions outside the United States.

4. Shared Equipment/Core Facility – to support the purchase of equipment and instrumentation to be shared among multiple investigators and/or institutions performing stem cell research. Equipment purchases in this category must be located on the premises of the applicant institution.

Proposed use of the funds for other activities will not be considered.

Allowable Use of Funds: All funds shall be used in a manner that clearly demonstrates they will increase the institution's capacity to undertake and/or expand current stem cell research capabilities. Customary research expenditures including: salaries, fringe benefits, stipends, supplies, equipment, travel, registration fees, tuition, publication costs, animal care, human subjects, and core usage fees are allowed.

For the purposes of this solicitation, when funding is requested for stem cell research or individuals performing stem cell research activities, such research must have been previously reviewed by an independent peer review panel and deemed meritorious ("worthy of support") by such a panel. The term "research" includes basic, applied, translational and other research, including clinical trials and therapy, and development activities that will advance scientific discoveries in the fields related to stem cell biology.

Contractors will be required to present findings at a minimum of one NYSTEM-sponsored meeting or symposium during the term of the contract. The results of such research shall be shared with other institutions. Therefore, applicants should include a request for funding to enable individuals who will receive funding through this solicitation to attend a NYSTEM-sponsored meeting to discuss the uses of the funds, the benefits derived from the funding, and the results of any research conducted using the funds.

As part of the maximum eligible award, the applicant may ask for up to 25% of the potential award or \$100,000, whichever is less, to be earmarked for additional, unspecified travel and conference opportunities that may arise during the term of the award.

Up to 10% of the total award, excluding funds used to purchase of equipment, may be used for facilities and administrative costs. Such costs will be included in the total amount of the award.

All funds awarded must be used by the institution within 12 months of completion of the grant award notification process. A six-month and final progress report will be required.

All activities performed with funds from this solicitation must be done in a manner that complies with all applicable New York State laws and regulations.

Funding shall not be used to further research, education or training or any other activities related to human reproductive cloning.

For applications using human embryonic stem cells, the applicant must provide evidence that the research project has been approved by the Embryonic Stem Cell Research Oversight Committee

(ESCRO) responsible for ethical and scientific oversight of stem cell research at the institution where the research is being conducted. The applicant must also comply with any additional standards for stem cell research approved by the ESSCB Funding Committee on or before December 31, 2007. Such standards will reflect consideration of any recommendations made by the ESSCB Ethics Committee.

Activities involving the use of human subjects in research must have the approval of the applicant's Institutional Review Board, and activities involving the use of vertebrate animals must have the approval of the applicant's Institutional Animal Care and Use Committee.

All publications, abstracts, and posters resulting from the recipient's work funded by this solicitation shall include the following acknowledgement: "This (research/program) was supported by an Empire State Stem Cell Board grant through the New York State Department of Health."

Applicants will be required to comply with all New York State requirements applicable to all contractors and execute a contract that meets the approval of the New York State Office of the Comptroller and the New York State Office of the Attorney General.

Any Resulting Contract: All applications will be reviewed by New York State Department of Health staff. Recommendations will be made to the Empire State Stem Cell Board based on the applicant institution demonstrating that proposed activities are eligible for funding under the terms and conditions of this solicitation, the feasibility of the activities proposed to be undertaken by the applicant institution, and the reasonableness of proposed budgets. Upon consideration of these recommendations, the Empire State Stem Cell Board will vote on each application and make award recommendations to the Commissioner of Health. The workplan and budget approved by the Commissioner will be incorporated to the contract (Attachment 3).

To expedite contract execution, NYSTEM advises the applicant to return the signed contract and Vendor Responsibility Attestation (Attachment 4) immediately upon receipt of Email notification of the approved workplan and budget.

Any questions regarding this solicitation should be submitted via Email to my attention at nystemgrants@wadsworth.org or by phoning 518-473-5217.

Sincerely,

Bonnie Jo Brautigam
Director of Grants Administration
NYSTEM

Enclosures – 4

Attachment 1

Organization Name	NIH Total Awards \$	NSF Total Grants \$	TOTAL	1% of TOTAL	Maximum Award from this Solicitation
AARON DIAMOND AIDS RESEARCH CENTER	\$6,550,879		\$6,550,879	\$65,509	\$100,000
ALBANY MEDICAL COLLEGE OF UNION UNIV	\$11,057,295		\$11,057,295	\$110,573	\$110,573
AMERICAN MUSEUM OF NATURAL HISTORY		\$4,827,000	\$4,827,000	\$48,270	\$100,000
BARNARD COLLEGE	\$1,229,718	\$1,451,000	\$2,680,718	\$26,807	\$100,000
BETH ISRAEL MEDICAL CTR (NEW YORK)	\$3,169,794		\$3,169,794	\$31,698	\$100,000
BOYCE THOMPSON INST FOR PLANT RESEARCH	\$666,858	\$1,953,000	\$2,619,858	\$26,199	\$100,000
BROOKHAVEN SCIENCE ASSOC-BROOKHAVEN LAB	\$7,735,824	\$261,000	\$7,996,824	\$79,968	\$100,000
BROOKLYN COLLEGE	\$3,718,579	\$1,399,000	\$5,117,579	\$51,176	\$100,000
CITY COLLEGE OF NEW YORK	\$10,224,996	\$9,655,000	\$19,879,996	\$198,800	\$198,800
CLARKSON UNIVERSITY	\$441,591	\$2,748,000	\$3,189,591	\$31,896	\$100,000
COLD SPRING HARBOR LABORATORY	\$31,419,298	\$6,674,000	\$38,093,298	\$380,933	\$380,933
COLLEGE AT OLD WESTBURY	\$1,728,257	\$41,000	\$1,769,257	\$17,693	\$100,000
COLLEGE OF ENVIRON (SUNY)		\$1,668,000	\$1,668,000	\$16,680	\$100,000
COLUMBIA UNIV NEW YORK MORNINGSIDE	\$32,454,948	\$70,720,147	\$103,175,095	\$1,031,751	\$324,549
COLUMBIA UNIVERSITY HEALTH SCIENCES	\$290,645,805	\$1,363,853	\$292,009,658	\$2,920,097	\$1,000,000
COLUMBIA UNIVERSITY TEACHERS COLLEGE	\$3,280,244	\$70,000	\$3,350,244	\$33,502	\$100,000
CORNELL UNIVERSITY ITHACA	\$63,849,626	\$103,017,000	\$166,866,626	\$1,668,666	\$1,000,000
CUNY GRADUATE SCH AND UNIV CTR	\$1,570,348	\$3,022,000	\$4,592,348	\$45,923	\$100,000
FEINSTEIN INSTITUTE FOR MEDICAL RESEARCH	\$18,648,379		\$18,648,379	\$186,484	\$186,484
FORDHAM UNIVERSITY	\$2,044,608	\$219,000	\$2,263,608	\$22,636	\$100,000
GRADUATE COLLEGE OF UNION UNIVERSTY	\$237,500	\$1,265,000	\$1,502,500	\$15,025	\$100,000
HAUPTMAN-WOODWARD MEDICAL RESEARCH INST	\$5,244,274		\$5,244,274	\$52,443	\$100,000
HERBERT H. LEHMAN COLLEGE	\$3,040,025	\$625,000	\$3,665,025	\$36,650	\$100,000
HOSPITAL FOR SPECIAL SURGERY	\$10,388,440		\$10,388,440	\$103,884	\$103,884
HUNTER COLLEGE	\$13,715,538	\$1,891,000	\$15,606,538	\$156,065	\$156,065
INSTITUTE FOR BASIC RES IN DEV DISABIL	\$2,569,750		\$2,569,750	\$25,698	\$100,000
INSTITUTE OF ECOSYSTEM STUDIES	\$403,429	\$2,167,000	\$2,570,429	\$25,704	\$100,000
JOHN JAY COLLEGE OF CRIMINAL JUSTICE	\$1,147,961	\$716,000	\$1,863,961	\$18,640	\$100,000
LIGHTHOUSE INTERNATIONAL	\$1,004,777		\$1,004,777	\$10,048	\$100,000
LONG ISLAND UNIVERSITY BROOKLYN CAMPUS	\$2,497,347		\$2,497,347	\$24,973	\$100,000
MONTEFIORE MEDICAL CENTER (BRONX, NY)	\$15,089,925		\$15,089,925	\$150,899	\$150,899
MOUNT SINAI SCHOOL OF MEDICINE OF NYU	\$169,409,034	\$160,000	\$169,569,034	\$1,695,690	\$1,000,000
NATHAN S. KLINE INSTITUTE FOR PSYCH RES	\$9,529,747	\$59,000	\$9,588,747	\$95,887	\$100,000

Attachment 1

Organization Name	NIH Total Awards \$	NSF Total Grants \$	TOTAL	1% of TOTAL	Maximum Award from this Solicitation
NATIONAL DEVELOPMENT & RES INSTITUTES	\$16,600,696		\$16,600,696	\$166,007	\$166,007
NEW YORK ACADEMY OF MEDICINE	\$3,042,414		\$3,042,414	\$30,424	\$100,000
NEW YORK BLOOD CENTER	\$5,798,637		\$5,798,637	\$57,986	\$100,000
NEW YORK MEDICAL COLLEGE	\$21,410,832	\$161,000	\$21,571,832	\$215,718	\$215,718
NEW YORK STATE PSYCHIATRIC INSTITUTE	\$50,574,524		\$50,574,524	\$505,745	\$505,745
NEW YORK STRUCTURAL BIOLOGY CENTER	\$3,920,098		\$3,920,098	\$39,201	\$100,000
NEW YORK UNIVERSITY	\$33,582,631	\$21,776,000	\$55,358,631	\$553,586	\$553,586
NEW YORK UNIVERSITY SCHOOL OF MEDICINE	\$112,364,798	\$646,000	\$113,010,798	\$1,130,108	\$1,000,000
NY HALL OF SCIENCE		\$1,445,000	\$1,445,000	\$14,450	\$100,000
NYC COLLEGE OF TECHNOLOGY		\$1,288,000	\$1,288,000	\$12,880	\$100,000
ORDWAY RESEARCH INSTITUTE, INC.	\$3,082,114		\$3,082,114	\$30,821	\$100,000
POLYTECHNIC UNIVERSITY OF NEW YORK		\$3,232,000	\$3,232,000	\$32,320	\$100,000
POPULATION COUNCIL	\$6,972,447		\$6,972,447	\$69,724	\$100,000
QUEENS COLLEGE	\$1,303,634	\$1,095,000	\$2,398,634	\$23,986	\$100,000
QUEENSBORO COMMUNITY COLLEGE	\$209,880	\$1,050,000	\$1,259,880	\$12,599	\$100,000
RENSSELAER POLYTECHNIC INSTITUTE	\$7,711,001	\$16,440,000	\$24,151,001	\$241,510	\$241,510
RIVERSIDE RESEARCH INSTITUTE	\$1,448,670		\$1,448,670	\$14,487	\$100,000
ROCHESTER INSTITUTE OF TECHNOLOGY	\$1,866,968	\$3,797,000	\$5,663,968	\$56,640	\$100,000
ROCKEFELLER UNIVERSITY	\$75,916,580	\$926,000	\$76,842,580	\$768,426	\$768,426
ROSWELL PARK CANCER INSTITUTE CORP	\$41,843,194	\$101,000	\$41,944,194	\$419,442	\$419,442
SLOAN-KETTERING INSTITUTE FOR CANCER RES	\$104,351,851	\$172,000	\$104,523,851	\$1,045,239	\$1,000,000
ST. JOHN'S UNIVERSITY	\$1,848,050		\$1,848,050	\$18,481	\$100,000
ST. LUKE'S-ROOSEVELT INST FOR HLTH SCIS	\$12,911,530		\$12,911,530	\$129,115	\$129,115
STATE COLLEGE OF OPTOMETRY	\$1,433,402		\$1,433,402	\$14,334	\$100,000
STATE UNIVERSITY NEW YORK BINGHAMTON	\$5,245,004	\$3,067,000	\$8,312,004	\$83,120	\$100,000
STATE UNIVERSITY NEW YORK STONY BROOK	\$59,491,489	\$27,653,000	\$87,144,489	\$871,445	\$871,445
STATE UNIVERSITY OF NEW YORK AT ALBANY	\$5,769,452	\$3,500,000	\$9,269,452	\$92,695	\$100,000
STATE UNIVERSITY OF NEW YORK AT BUFFALO	\$44,736,167	\$15,906,000	\$60,642,167	\$606,422	\$606,422
SUNY DOWNSTATE MEDICAL CENTER	\$19,226,746		\$19,226,746	\$192,267	\$192,267
SYRACUSE UNIVERSITY	\$6,567,703	\$7,860,000	\$14,427,703	\$144,277	\$144,277
THE COLLEGE BOARD		\$1,970,000	\$1,970,000	\$19,700	\$100,000
TRUDEAU INSTITUTE, INC.	\$10,145,739		\$10,145,739	\$101,457	\$101,457
UNIVERSITY OF ROCHESTER	\$152,052,675	\$13,297,000	\$165,349,675	\$1,653,497	\$1,000,000

Attachment 1

Organization Name	NIH Total Awards \$	NSF Total Grants \$	TOTAL	1% of TOTAL	Maximum Award from this Solicitation
UPSTATE MEDICAL UNIVERSITY	\$19,589,139	\$69,000	\$19,658,139	\$196,581	\$196,581
WADSWORTH CENTER	\$25,244,395	\$1,047,000	\$26,291,395	\$262,914	\$262,914
WEILL MEDICAL COLLEGE OF CORNELL UNIV	\$103,651,572	\$488,000	\$104,139,572	\$1,041,396	\$1,000,000
WINIFRED MASTERSON BURKE MED RES INST	\$5,438,706		\$5,438,706	\$54,387	\$100,000
YESHIVA UNIVERSITY	\$144,066,657	\$123,000	\$144,189,657	\$1,441,897	\$1,000,000
YORK COLLEGE	\$3,080,228		\$3,080,228	\$30,802	\$100,000

ATTACHMENT 2 FORMS AND INSTRUCTIONS

Face Page – Form 1

Principal Investigator. Provide the information requested. The principal investigator (PI) is the institutional representative responsible for planning, coordinating and implementing the use of the funds if an award is made. The PI will act as liaison between the grantee institution and NYSTEM, and be required to fulfill technical reporting requirements and submit any revised budgets co-signed by an authorized organizational representative.

Type of Organization. Check off appropriate box(es).

Federal Employer Identification Number. Enter the applicant organization's nine-digit Internal Revenue Service employer identification number.

DUNS number. Enter applicant organization's Dun and Bradstreet number, if any.

Charities' Identification Number. In the space provided, enter the charities' identification number or, if exempt, indicate the exemption category. For information on identification numbers, contact the Department of State, Office of Charities Registration, 162 Washington Avenue, Albany, NY 12231, (518) 474-3720. Additional information and descriptions of exemption categories may be found at: <http://nysosc3.osc.state.ny.us/agencies/gbull/g-79.htm>.

Facilities and Administration Costs. Provide the information requested to document that the F&A rate does not exceed that which would be recovered applying the applicant organizations' negotiated F&A rate. A copy of the United States Department of Health and Human Services (DHHS) agreement should be included as an application appendix.

Grand Total Costs. Enter Grand Total Costs from Form 4, Line 7, Column C. **Note: This total must not exceed the total amount for which the institution is eligible.**

New York State Applicant Organization. Enter the legal name and address of the applicant organization.

Contracts and Grants Official. Provide the information requested. This individual will be notified in the event of an award.

Official Signing for Applicant Organization. Provide the name and contact information for the individual authorized to act for the applicant organization. This individual will be responsible for administration and fiscal management of the research program should an award be made. *Note:* This individual typically is not the principal investigator.

Address Where Reimbursement is to be Sent. Many institutions request that payment be sent to locations other than the official mailing address (e.g., Research Foundation of State University of New York). Provide appropriate information or indicate "N/A".

Principal Investigator Certification and Assurance. Sign and date the form. Failure to do so will prevent the application from being processed.

Organization Certification and Acceptance. Sign and date the form. Failure to do so will prevent the application from being processed.

Table of Contents – Form 2

Complete the table of contents, entering page numbers as appropriate or entering "N/A" when not applicable. Please flag with asterisks (*) all page numbers containing information that, if released, would put the applicant at a competitive disadvantage (e.g., financial or commercial confidential information, including trade secrets). Information submitted to the SCIRB is subject to the Freedom of Information Law (New York State Public Officers' Law, Article 6, Sections 84 to 90).

Institutional Commitment to Stem Cell Research – Form 3

Provide the information requested on the form. This section should be written as background to support the overall need for the funds. This section should demonstrate the institution's commitment to stem cell research, and describe facilities available for performance of the research, including any additional facilities or equipment available for use. This section should specifically delineate sources and amounts of in-kind match in an amount not less than 25% of the proposed total budget requested.

Summary Budget – Form 4

Identify each eligible activity for which funds are requested and insert the direct and indirect costs (Facilities and Administration Costs) of each. Also identify the amount of match attributed to each activity.

Facilities and Administration Costs

F&A support is limited to ten percent (10%) of total modified direct costs (the costs other than purchase of equipment). If an award is made, F&A costs will be re-calculated based on recommended and approved budget amounts. F&A costs will be calculated as the lower of 10% of total modified direct costs or the amount recovered using the institution's current DHHS F&A rate. **A copy of the DHHS F&A rate statement should be included in the application appendix.** In the absence of a federal agreement, an equivalently documented rate for the organization may be used. Subcontractor F&A costs are likewise limited, and must be included in the primary applicant's direct costs.

NOTE: In no case will F&A costs be awarded in an amount that would exceed the total amount for which the institution is eligible.

Eligible Activity Summary Budgets – Form 4a

Using a separate form 4a for each eligible activity (i.e., bridge, supplemental, training or shared equipment/core), identify each eligible project for which funds are requested and insert the direct and indirect costs of each.

Separate Project Budgets – Form 4b

Using a separate form 4b for each eligible project to be supported under a given eligible activity, insert the direct cost of each eligible expense for the project. Customary research expenditures including: salaries, fringe benefits, stipends, supplies, equipment, travel, registration fees, tuition, publication costs, animal care, human subjects, and core usage fees are allowed.

Specific Documentation Required for Each Eligible Category of Funding:

Bridge Funding

- Eligible Activity Summary Budget – Form 4a representing the amounts of all projects to be bridged by NYSTEM
- Institutional bridge funding policies
- Documentation of reason for inability of institution to provide bridge funding (documentation may be presented globally or specific to each project, as appropriate)
- For each project to be supported:
 - Documentation from funding agency of meritorious research at a fundable score for which funds are not available to support the research
 - Next submission or funding consideration date of the funder - to substantiate the amount of the request for a specified period of time between 4/1/08 and 3/31/09
 - From the original submission:
 - Project abstract
 - Project budget
 - Equipment price quotes
 - Separate Project Budget – Form 4b representing the requested amount of support from NYSTEM.

Supplemental Funding

- Eligible Activity Summary Budget – Form 4a representing the amounts of all projects to be supplemented by NYSTEM
- For each project to be supported:
 - Notice of project grant award and awarded budget
 - Justification of need for additional equipment, supplies, staff, core and other charges, or specialized training

- Project abstract
- Equipment price quotes
- Separate Project Budget – Form 4b representing the requested amount of support from NYSTEM.

Stem Cell Research Training

- Eligible Activity Summary Budget – Form 4a representing the amounts of all training to be supported by NYSTEM
- For intensive training:
 - Brief statement of need from each investigator, including a description of methods/skills to be learned
 - Letter of support from proposed mentor and/or training program
 - Justification of need to purchase small equipment to support the training experience
 - Four-page NIH- or NSF-style biographical sketch for each investigator/operator to be trained.
 - Separate Project Budget – Form 4b representing the requested amount of support from NYSTEM
- For training/conference/meeting registration:
 - Program description
 - Fees, dates, locations, etc.
 - Justification of need
 - Four-page NIH- or NSF-style biographical sketch for each investigator/operator.
 - Separate Project Budget – Form 4b representing the requested amount of support from NYSTEM.

Shared Equipment/Core Facility

- Eligible Activity Summary Budget – Form 4a representing the amounts of all equipment to be supported by NYSTEM
- For each piece of equipment requested, provide the following:
 - Brief statement of need and a short summary of each stem cell research project to be supported by the equipment.
 - Four-page NIH- or NSF-style biographical sketch for each investigator/operator proposed to use the equipment for stem cell research.
 - Current price quote.
 - Separate Project Budget – Form 4b representing the requested amount of support from NYSTEM.

FONT AND MARGIN REQUIREMENTS: For text, use Arial 11 point font, with ½ “ margins. Form fonts are preset and should not be changed.

USE OF THE FOLLOWING FORMS IS REQUIRED

**NYSTEM Grant for Institutional Development of Stem Cell Research Capabilities
Face Page**

PRINCIPAL INVESTIGATOR		<i>Last Name, First Name, Middle Initial Degree(s)</i>	
Institution			
Department			
MAILING ADDRESS (Street, MS, PO Box, City, State, Zip)			
Phone		Fax	E-mail
Type of Organization: <input type="checkbox"/> Public <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Private Nonprofit <input type="checkbox"/> For Profit			
Federal Employer ID # (9 digits):		DUNS Number:	
Charities Registration Number (or "Exempt category"):			
F&A Costs: <input type="checkbox"/> DHHS Agreement Date: _____ <input type="checkbox"/> DHHS Agreement being Negotiated <input type="checkbox"/> No DHHS Agreement, but rate established (explain and date):			
PROJECT DURATION	4/1/08 – 3/31/09	GRAND TOTAL COSTS	
NEW YORK STATE APPLICANT ORGANIZATION			
MAILING ADDRESS (Street, MS, PO Box, City, State, Zip)			
CONTRACTS AND GRANTS OFFICIAL		OFFICIAL SIGNING FOR ORGANIZATION	
MAILING ADDRESS (Street, PO Box, MS, City, State, Zip)		MAILING ADDRESS (Title and Organization, Street, MS, PO Box, City, State, Zip)	
Phone		Fax	
E-mail		E-mail	
Address where reimbursement should be sent if contract is awarded (street, MS, PO Box, city, NY, Zip):			
CERTIFICATION AND ASSURANCE: I certify that the statements herein are true and complete to the best of my knowledge. I agree to accept responsibility for the scientific conduct and integrity of the research, and to provide the required progress reports if a contract is awarded as a result of this application.			
SIGNATURE OF PRINCIPAL INVESTIGATOR ("Per" not allowed)			
X		DATE:	
ORGANIZATION CERTIFICATION AND ACCEPTANCE: I certify that the statements herein are true and complete to the best of my knowledge, and I accept the obligation to comply with NYSTEM's terms and conditions if a contract is awarded as a result of this application.			
SIGNATURE OF THE OFFICAL SIGNING FOR THE APPLICANT ORGANIZATION ("Per" not allowed)			
X		DATE:	

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4	Summary Budget.....	
	<i>Repeat the following sections as necessary</i>	
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	Intensive Training: Letter of Support	
	Intensive Training: Justification of Need for Small Equipment.....	
	Intensive Training: Biographical Sketch	
4b	Separate Research Training Project Budget	
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	Training/Conference/Meeting: Fees, Dates, Location.....	
	Training/Conference/Meeting: Justification of Need	
	Training/Conference/Meeting: Biographical Sketch.....	
4a	Shared Equipment/Core Facility Eligible Activity Summary Budget.....	
4b	Separate Shared Equipment Project Budget	
	Statement of Need and Summary of Projects Supported	
	Biographical Sketches.....	
	Equipment Price Quote	

Appendix Material (including copy of DHHS approved F&A rate)

□ Indicate “N/A” if not applicable.

Institutional Commitment to Stem Cell Research

Present the information requested, adjusting the headings to use available space to your best advantage.

Institutional Stem Cell Research Overview:

Facilities Available for Stem Cell Research:

In-Kind Match: Describe and substantiate match of not less than 25% of the Grand Total Cost of the proposal.

Future Plans in Stem Cell Research:

Summary Budget 4/1/08 – 3/31/09

ELIGIBLE ACTIVITIES		(A) TOTAL DIRECT COST	(B) TOTAL INDIRECT COST	(C) TOTAL COST	(D) IN-KIND MATCH
1	BRIDGE FUNDING				
2	SUPPLEMENTAL FUNDING				
3	STEM CELL RESEARCH TRAINING				
4	SHARED EQUIPMENT/CORE FACILITY		0		
5	SUBTOTAL				
6	ADDITIONAL UNSPECIFIED TRAVEL AND CONFERENCES (up to 25% of Line 5 Column A or \$100,000, whichever is lower)				
7	TOTAL COSTS				

Eligible Activity Summary Budget 4/1/08 – 3/31/09

Enter the budgeted amount from this solicitation to be used to support each project under the above-named activity.

	ELIGIBLE PROJECT	(A) TOTAL DIRECT COST	(B) TOTAL INDIRECT COST	(C) TOTAL COST
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12	TOTAL COSTS			

Insert additional rows as necessary to list all projects for this activity.

Form 4a – Duplicate this form as necessary for each eligible activity (bridge funding, supplemental funding, stem cell research training, and shared equipment)

Separate Project Budget

Enter the budgeted amount from this solicitation to be used to support the above-named individual project.

BUDGET CATEGORY		TOTAL (all years)
1	SALARY AND STIPENDS	
2	FRINGE BENEFITS	
3	SUBTOTAL PS	
4	SUPPLIES	
5	EQUIPMENT	
6	TRAVEL including travel to NYSTEM- sponsored meeting	
7	CONSULTANT COSTS	
8	OTHER EXPENSES	
9	SUBTOTAL OTPS	
10	TOTAL PS & OTPS	
11	TOTAL SUBCONTRACT COSTS	
12	TOTAL DIRECT COSTS (sum of lines 10 + 11)	

ATTACHMENT 3

Contract*

1. Grant Contract
2. Appendix A (Standard NYS Contract Terms)
3. Appendix A-1 (NYSDOH Standard Contract Terms)
4. Appendix A-2 (ESSCB – Contract Policy Statement and Conditions)
5. Appendix B (Budget – attached here in sample form)
6. Appendix C (Payment and Reporting Schedule)
7. Appendix D (Program Workplan)
8. Appendix X (Modification Agreement Form)

NOTE: State Contract forms are included for informational purposes, only.

DO NOT COMPLETE THEM AT THIS TIME.

GRANT CONTRACT

STATE AGENCY (Name and Address): . NYS COMPTROLLER'S NUMBER: _____

. ORIGINATING AGENCY CODE:

CONTRACTOR (Name and Address): . TYPE OF PROGRAM(S)

FEDERAL TAX IDENTIFICATION NUMBER: . INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable): . FROM:

. TO:

CHARITIES REGISTRATION NUMBER: . FUNDING AMOUNT FOR INITIAL PERIOD:

____ - ____ - ____ or () EXEMPT:
(If EXEMPT, indicate basis for exemption):

. MULTI-YEAR TERM (if applicable):

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

. FROM:

. TO:

CONTRACTOR IS() IS NOT() A
SECTARIAN ENTITY

CONTRACTOR IS() IS NOT() A
NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- _____ APPENDIX A Standard clauses as required by the Attorney General for all State contracts.
- _____ APPENDIX A-1 Agency-Specific Clauses (Rev 9/07)
- _____ APPENDIX B Budget
- _____ APPENDIX C Payment and Reporting Schedule
- _____ APPENDIX D Program Workplan
- _____ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

- _____ APPENDIX A-2 Program-Specific Clauses
- _____ APPENDIX E-1 Proof of Workers' Compensation Coverage
- _____ APPENDIX E-2 Proof of Disability Insurance Coverage
- _____ APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- _____ APPENDIX _____
- _____ APPENDIX _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR
By: _____
(Print Name)

Title: _____
Date: _____

Contract No. _____

STATE AGENCY
By: _____
(Print Name)

Title: _____
Date: _____

State Agency Certification:
“In addition to the acceptance of this contract,
I also certify that original copies of this signature
page will be attached to all other exact copies of
this contract.”

STATE OF NEW YORK)
) SS:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL’S SIGNATURE

STATE COMPTROLLER’S SIGNATURE

Title: _____
Date: _____

Title: _____
Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the

AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as

possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY

NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers. (b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without

discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or

(b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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June, 2006

APPENDIX A-1
(REV 9/07)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121,

section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax

Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.

- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a

federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
- 7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
- 8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
- 9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Other Modifications

a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

14. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2

Empire State Stem Cell Board

Contract Policy Statement and Conditions

A. Ethical Considerations

The Empire State Stem Cell Board (ESSCB) stipulates that each awarded grant contract satisfy the following requirements:

In accepting an award from the New York State Department of Health for support from the Empire State Stem Cell Fund, the contracting organization shall ensure that each project investigator agrees to conform strictly to the codes of practice, regulations and laws governing ethical conduct of scientific research in his/her own laboratory/institution. He/she shall be solely responsible for any violation of these standards. If experimental procedures conducted pursuant to this project are performed in another state or country, either directly by the principal investigator (PI) and any co-investigators, or in collaboration with other persons, the PI and contracting organization shall ensure that such research complies with New York State laws and regulations that would be applicable to such research if performed in New York State. Representatives of the contracting organization will inform NYSTEM program administrators of any and all instances of actual or potential lapses in scientific integrity by any project participant as soon as this information becomes known to the contracting entity. The contracting organization is fully responsible for investigation of these instances.

B. Human Subjects Research

Human subjects research is essential to the continued advancement of scientific knowledge concerning stem cell biology. In carrying out such research, the rights and welfare of all individual research participants are of critical importance. Furthermore, additional safeguards must protect especially vulnerable research subjects, including minors, mentally disabled adults who lack capacity to provide informed consent to research participation, and prisoners.

Accordingly, no research study shall be approved for funding recommendation by ESSCB unless it is demonstrated that all the following requirements are satisfied:

- The research study will comply with New York State Public Health Law (PHL) Article 24-A, Sections 2440 to 2446.
- The research study will comply with 45 CFR Part 46 (unless exempt from the requirements of this Part) and, if applicable, 21 CFR Parts 50 and 56; 21 CFR 312; 21CFR 361; 21 CRF 812.

- The research study will comply with all other applicable federal and New York State laws, regulations and guidelines.
- The research study has been approved by an Institutional Review Board (IRB).
- If applicable, the applicant organization's IRB has received, reviewed, and accepted written approval from an authorized representative of each site where the study will take place.
- The IRB has determined that the investigator will immediately withdraw a subject from the research study if continued participation would be detrimental to the subject's well-being.
- The IRB will communicate to NYSTEM program administrators (i) any unanticipated problems involving risks to subjects, (ii) any serious or continuing noncompliance with IRB policy or requirements; and (iii) any suspension or termination of IRB approval of the research study.

Vulnerable Populations

Under Article 24-A of the New York State Public Health Law, research which has no prospect of providing direct benefit and posing more than minimal risk to research participants is prohibited for research participants who are minors, mentally disabled adults who lack capacity to provide informed consent to research participation, or prisoners. No research study in which any research participant is a minor, a mentally disabled adult who lacks capacity to provide informed consent to research participation or a prisoner shall be approved by ESSCB unless it is demonstrated to the Board, and the Board determines, that **all** the following requirements, in addition to the requirements set forth above, are satisfied:

- The IRB has determined that the research study constitutes either: research with a prospect of direct benefit to research participants; or research with no prospect of direct benefit to research participants that presents minimal risk.
- If the research involves one or more mentally disabled adult, each investigator must use IRB approved methodologies and procedures for initial capacity assessment of those individuals, including: procedures for notice to a prospective subject that his/her capacity to consent to research is under consideration; notice to a prospective subject of a determination that he/she lacks the capacity to consent to research; and the opportunity for a prospective subject to contest such a determination of incapacity through a second opinion and a judicial proceeding prior to enrollment in the research.
- The IRB has determined that, prior to involving in a research study a minor, a mentally disabled adult who lacks the capacity to provide informed consent to

research participation, or a prisoner, each investigator will obtain such individual's assent to research participation.¹

The Department of Health reserves the right to revise or expand requirements applicable to human subjects research as part of negotiation of any contract arising from this request for applications.

C. Animal Use

ESSCB requires that all individuals and institutions that conduct research using animals supported by the Empire State Stem Cell Fund adhere to all federal, state and local laws pertaining to humane care and use of animals for research purposes. Research applications submitted to the Board for consideration must have been reviewed and approved by an Institutional Animal Care and Use Committee (IACUC) whose guidelines are in compliance with the U.S. Public Health Service's *Policy on Humane Care and Use of Laboratory Animals*, and *Guide for the Care and Use of Laboratory Animals*, as well as any other federal, state and local laws or regulations (e.g., the federal Animal Welfare Act and its implementing regulations; and PHL Article 5, Title I, Sections 504 and 505-a).

D. Tissue

ESSCB will support research using human tissue and require that such research adhere to all federal, state and local laws and regulations pertaining to use of such tissue, including, but not limited to, 42 USC Section 289g et seq.; Public Health Law Article 5, Title V, sections 570 to 581; Article 24-A, sections 2440 to 2446; Article 43, sections 4301 to 4309; Article 43-B, sections 4360 to 4366; and 10 NYCRR Part 52.

E. Human Embryonic Stem Cell Research

An application proposing to use human embryonic stem cells must contain sufficient evidence that the research project has been approved by the Embryonic Stem Cell Research Oversight Committee (ESCRO) responsible for the ethical and scientific oversight of stem cell research at the institution where the research is being conducted. The applicant must also comply with any additional standards for stem cell research approved by the ESSCB Funding Committee on or before December 31, 2007. Such standards will reflect consideration of any recommendations made by the Ethics Committee.

¹ A minor's objection need not be honored if an independent physician determines that the research intervention or procedure holds out a prospect of direct benefit that is important to the health or well-being of the minor, and is available only within the context of the research.

F. Publication and Intellectual Property Rights

1. It is ESSCB's intent that the results of research it supports as well as the resources created through its sponsorship be disseminated and made easily available to the research community. Manuscript submission for publication of research funded by the Fund cannot be delayed by investigators or their research institutions for more than 60 days after the manuscript is completed. Research results are to be submitted promptly for publication in internationally recognized scientific journals, and not delayed for more than such time period for commercial reasons or any other reason not related to editorial delays needed to ensure scientific accuracy and presentation.
2. The State of New York shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, for research and governmental purposes only, any published or otherwise reproducible material, device, invention, technique or methodology developed under or in the course of performing this funded research, dealing with any aspect of the research activity, or of the results and accomplishments attained from the research.
3. The State of New York shall be provided advance written notice of any assignment or transfer of intellectual property rights generated as a result of research supported by the Fund. Any such assignment or transfer must acknowledge, and be subject to the license rights granted the State pursuant to the above paragraph #2.

Assignment and ownership allocation of intellectual and industrial property rights generated from research supported by the Fund is to be determined by the parties concerned (researchers, and their research organizations or institutions), consistent with organizational policies. Prior to execution of a negotiated contract, appropriate arrangements (existing or proposed) regarding intellectual and industrial property rights must be made by the contracting organization and communicated to NYSTEM program administrators. Such arrangements may include: provisions about dissemination of information such as disclosure and methods of publication, and provisions regarding ownership and exploitation of the results arising from the research supported by the Fund. However, to protect the State's interests and to streamline invention reporting procedures, contracts between the New York State Department of Health and the contracting institution will, except to the extent inconsistent with this paragraph, incorporate the provisions of 37 CFR 401.14 with the following modifications throughout: *Federal* or *Government* will refer to New York State, and *agency* will refer to the Department of Health.

4. Support by the Empire State Stem Cell Fund shall be acknowledged in all publications, presentations and products of research in a form consistent with the publication's guidelines, e.g.,:
"supported by the Empire State Stem Cell Fund through New York State Department of Health Contract # <<>>. Opinions expressed here are solely

those of the author and do not necessarily reflect those of the Empire State Stem Cell Board, the New York State Department of Health, or the State of New York.”

5. Contractor agrees, pursuant to the provisions of the New York State Administrative Procedure Act relating to access to data, added by Chapter 647 of the Laws of 1999, and Chapter 229 of the Laws of 2000, to provide the Department with the study, any data supporting that study, and the identity of the principal person or persons who performed such study. If such study is used as the basis for the promulgation, amendment, or repeal of a rule, regulation, or guideline used in enforcement of a statute, rule, or regulation, the study, any data supporting that study, and the identity of the principal person or persons who performed the study shall be subject to disclosure in accordance with the law.

G. Reporting Requirements

Scientific/Technical and Financial Reports shall be submitted as provided in Appendix C.

H. Equipment

Upon satisfactory completion of the contract, as determined by the State Department of Health, all equipment purchased hereunder may be retained by the contractor.

I. Other Information

1. Documents submitted to the Department of Health on behalf of NYSTEM will not be returned to the applicant.
2. Appendix B (Budget) may be reviewed and revised each year, depending on research progress and the availability of funds.
3. The New York State Department of Health may require reimbursement of all or a part of the award if ineligible expenses have been incurred or inaccurate accounting statements have been submitted.
4. Neither the Department of Health nor the State of New York will assume any responsibility for any damage or injuries caused or resulting from research conducted with the financial support of the Fund.
5. Recipient entities accept auditing of their contract expenditures by an appointed representative of NYSTEM at any reasonable time.
6. Assurances and Certifications. The New York State ESSCB has adopted the following federal regulatory mechanisms to ensure responsible administration of its awards and to preserve the integrity of the research enterprise it supports. By signing this Grant Contract, the authorized representative of the organization

certifies that, in addition to all applicable state and local statutes and regulations, the applicant organization will comply with applicable federal regulations and statutes, including but not limited to:

a. Vertebrate Animals:

- Animal Welfare Act as amended (7 USC 2131 et sec.), if applicable, and other federal statutes and regulations relating to animal care and use.

b. Research Misconduct:

- 42 CFR Part 50, Subpart A, “Responsibilities for PHS awardees and applicant institutions for dealing with and reporting possible misconduct in science.”
- 42 CFR 94, “Public Health Service standards for the protection of research misconduct whistleblowers” (effective on the date set forth in the final rule).
- Each covered institution must certify that it will comply with the above policies and the requirements of the Final Rule.
- A copy of the institution’s Annual Report on Possible Research Misconduct (Form 6349), routinely sent to all PHS awardees by the Office of Research Integrity, shall be forwarded to NYSTEM program administrators.

c. Conflict of Interest

- 42 CFR 50, Subpart F, “Responsibility of applicants for promoting objectivity in research for which PHS funding is sought.”

7. The Department of Health reserves the right to revise or expand the requirements applicable to research conduct, as well as legal and administrative oversight.

APPENDIX B
BUDGET (sample formats)
Summary Budget 4/1/08 – 3/31/09

ELIGIBLE ACTIVITIES		(A) TOTAL DIRECT COST	(B) TOTAL INDIRECT COST	(C) TOTAL COST	(D) IN-KIND MATCH
1	BRIDGE FUNDING				
2	SUPPLEMENTAL FUNDING				
3	STEM CELL RESEARCH TRAINING				
4	SHARED EQUIPMENT/CORE FACILITY		0		
5	SUBTOTAL				
6	ADDITIONAL UNSPECIFIED TRAVEL AND CONFERENCES (up to 25% of Line 5 Column A or \$100,000, whichever is lower)				
7	TOTAL COSTS				

Eligible Activity Summary Budget 4/1/08 – 3/31/09

Enter the budgeted amount from this solicitation to be used to support each project under the above-named activity.

	ELIGIBLE PROJECT	(A) TOTAL DIRECT COST	(B) TOTAL INDIRECT COST	(C) TOTAL COST
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12	TOTAL COSTS			

Insert additional rows as necessary to list all projects for this activity.

Form 4a – Duplicate this form as necessary for each eligible activity (bridge funding, supplemental funding, stem cell research training, and shared equipment)

Separate Project Budget

Enter the budgeted amount from this solicitation to be used to support the above-named individual project.

	BUDGET CATEGORY	TOTAL (all years)
1	SALARY AND STIPENDS	
2	FRINGE BENEFITS	
3	SUBTOTAL PS	
4	SUPPLIES	
5	EQUIPMENT	
6	TRAVEL including travel to NYSTEM- sponsored meeting	
7	CONSULTANT COSTS	
8	OTHER EXPENSES	
9	SUBTOTAL OTPS	
10	TOTAL PS & OTPS	
11	TOTAL SUBCONTRACT COSTS	
12	TOTAL DIRECT COSTS (sum of lines 10 + 11)	

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

- A. The initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the end of the first quarterly period of this AGREEMENT provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.
- B. No payment under this AGREEMENT will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by setoff against any other public funds owed to CONTRACTOR.
- C. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.
- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

Progress reports will be submitted in the forms and formats provided by the ESSCB, and will generally describe:

- 1. project participants, including trainees and/or fellows;
- 2. activities and findings corresponding to research aims; and
- 3. research activity products resulting during the reporting period (e.g., abstracts, publications, presentations, invention disclosures, etc.).

Reports should be submitted via e-mail as MS Word attachments. Documents should be single-spaced, in Arial 12 font or similar. Tables, graphs, photographs, etc. should be sent as separate .bmp or .tif files attached to the e-mail. Publications, abstracts and other products resulting from Fund support during the reporting period should be attached as PDFs to the e-mail. All reports and forms are to be sent to nystemgrants@wadsworth.org. The contract number and report being submitted should be identified on the subject line of the email (i.e., Contract # <<>>, Progress Report).

- F. The Department of Health will reimburse the contracting organization for approved, allowable expenditures incurred under the awarded contract subject to submission of a standard New York State voucher (available by written request from the Office of the State Comptroller, Supply Room, Alfred E. Smith State Office Building, Albany, New

York 12236). The contracting organization is responsible for disbursing funds to any sub-contractors in accordance with the amounts approved for their research.

The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the

**NYS Department of Health
Wadsworth Center, Room C345
NYSTEM
Empire State Plaza
PO Box 509
Albany, NY 12201-0509**

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. (See Table I for annual schedule.)

In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures.

Equipment may not be purchased within 90 days of contract termination.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

A. Semi-annual Progress Report

The CONTRACTOR will submit a semi-annual progress report in the forms and formats as provided by the ESSCB, summarizing the work performed during the period. (See Table I for annual schedule.) This report will detail how the CONTRACTOR has progressed toward attaining the specific aims enumerated in the Program Workplan (Appendix D).

B. Expenditure Reports

The CONTRACTOR will submit a detailed expenditure report by object of expense which will accompany the voucher submitted for each period. (See Table I for annual schedule.) Documentation of all expenses will be available upon request. The STATE may require documentation of expenses before payment of any voucher.

The CONTRACTOR will submit all budget modification requests to the STATE for approval. All budget modification requests must be approved by the STATE prior to the commitment and use of funds. All final budget modification requests must be submitted prior to the end of the budget period.

The CONTRACTOR will submit the final voucher for the budget period no later than 30 days after the end date of the budget period. The final voucher must be marked as "Final".

In no case will the final voucher for the contract be paid prior to the submission of the final progress report.

TABLE I

<u>Voucher / Report</u>	<u>Period Covered</u>	<u>Due Date</u>
Voucher 1	April 1 – June 30	July 30
Voucher 2	July 1 – September 30	October 30
Semi-Annual Report 1	April 1 – September 30	October 30
Voucher 3	October 1 – December 31	January 30
Voucher 4	January 1 – March 31	April 30
Final Report	April 1 – March 31	April 30

C. Final Progress Report

The CONTRACTOR will submit a detailed comprehensive final progress report not later than 60 days from the end of the contract, summarizing the work performed during the entire contract period, in the forms and formats as provided by the ESSCB.

APPENDIX D

PROGRAM WORKPLAN (sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor receives funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, completion of a specific aim, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The workplan as a whole should be structured around this concept to ensure that the Department does not pay for activities that have not been performed.

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)_____.

All other provisions of said AGREEMENT shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under this signatures.

CONTRACTOR SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

State Agency Certification:

- . "In addition to the acceptance of this contract,
- . I also certify that original copies of this signature
- . page will be attached to all other exact copies of
- . this contract."

STATE OF NEW YORK)

) SS:

County of _____)

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT 4
Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____