

New York State Department of Health
and the
Spinal Cord Injury Research Board

Request for Applications

Institutional Support for Spinal Cord Injury Research (Rd3)

RELEASE DATE	AUGUST 27, 2014
LETTER OF INTENT DUE	N/A
APPLICANT CONFERENCE	N/A
APPLICATIONS DUE	SEPTEMBER 24, 2014 by 4PM

DOH CONTACT NAME AND ADDRESS

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Extramural Grants Administration
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This RFA, questions and answers and any updates or modifications may be downloaded at
<http://www.health.ny.gov/funding>.

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

NEW YORK
state department of
HEALTH

Sue Kelly
Executive Deputy Commissioner

August 27, 2014

Dear Interested Parties:

The Spinal Cord Injury Research Program (Program) of the New York State Department of Health, administrator of spinal cord injury research funding based on recommendations and advice from the Spinal Cord Injury Research Board (SCIRB), is hereby ***soliciting applications for funds***. This funding is intended to support the infrastructure necessary to sustain a robust spinal cord injury research community in preparation for the future issuance of Requests for Applications (RFAs) for investigator-initiated research projects and training opportunities. The amount of funding to be distributed through contracts as a result of this solicitation is estimated at \$5.75 million.

The information contained herein is provided for organizational use in applying for the funds. ***For the purposes of this solicitation, the term “research” includes basic, applied, translational and clinical research activities that will advance scientific discoveries in spinal cord injury.*** When funding is requested for research or individuals performing 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.

Eligibility: Eligible organizations are those government or not-for-profit universities, hospitals, laboratories, and other organizations located within New York State that have received spinal cord injury related research funding from SCIRB and/or the National Institutes of Health (NIH) since the beginning of Federal Fiscal Year (FFY) 2010. Publicly available data were used to determine organizational eligibility (Attachment 1). Organizations that applied to RFA#1404101118 and **did not receive an email notice** on August 5, 2014 **that the application** submitted for the July 25, 2014 deadline **did not pass** administrative review are **not** eligible to apply and as such, do not appear on Attachment 1.

In the appendix of the application, the eligible organization must include at least one **current** notice of funding award/renewal and abstract from a funded peer-reviewed research project that demonstrates spinal cord injury research conducted by a principal investigator whose primary appointment or place of employment is the applicant organization. **Applications that do not comply with this requirement will be disqualified.**

Applying for Funds: Only **one application per institution** will be accepted; it is anticipated that each application may have multiple projects within it. **Applications that do not comply with this requirement will be disqualified.** The application forms and

instructions in Microsoft Word and Excel (Attachment 2) are posted with this solicitation and may be downloaded from <http://www.health.ny.gov/funding/rfa/1408040514>.

Applications must be received via e-mail attachment at scirb@health.state.ny.us no later than 4:00pm, September 24, 2014. Late applications will not be considered for funding.

The submission must include the following:

- Application Forms 1-3 must be submitted as a *single* Microsoft Word document (DOC or DOCX) file.
- Application Form 4 must be submitted as a single Microsoft Excel workbook (XLS or XLSX) file.
- The entire application, including the *signed* Face Page (Form 1), Forms 2-4 and all required supporting documentation and appendix material must be submitted as a single Portable Document Format (PDF) file.

Please note that it is the responsibility of the applicant to expand the Excel budget file cells as necessary for the complete justification to be legible to reviewers in the Excel file and to ensure its complete readability in the PDF file.

Applications that do not comply with this requirement will be disqualified.

Application materials must provide sufficient justification and documentation to support awards 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 a portion of the application is determined to be ineligible for funding, staff of the Extramural Grants Administration (EGA) unit will reduce the amount of the award accordingly.

Eligible Activities*: Funding resulting from this solicitation may be used for:

1. Shared Equipment – to support active peer-reviewed research through the purchase of equipment or equipment upgrades, instrumentation and necessary peripherals (e.g., software) to be shared among multiple investigators and/or organizations performing spinal cord injury research.

AND/OR

2. Bridge Funding – to support the initiation or continuation of any peer-reviewed spinal cord injury research project that received a Priority Score (or fundable score, as appropriate to the funder's scoring method) dated no earlier than January 1, 2014, for which funds are not available to support the research project at this time.

** It is anticipated that each application may have multiple projects within it.*

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

Matching Funds: Matching funds are required for all funds requested that rise above the following thresholds:

1. Shared Equipment – the applicant organization must provide an equal match (dollar for dollar) for every dollar in excess of \$250,000 that is requested.

AND/OR

2. Bridge Funding – the applicant organization must provide an equal match (dollar for dollar) for every dollar in excess of \$125,000 per investigator/project that is requested.

Allowable Use of Funds: All funds shall be used in a manner that clearly demonstrates an increase to the organization's capacity to expand spinal cord injury research capabilities. Requests for Bridge Funding may include customarily allowed research expenditures: salaries, fringe benefits, stipends, supplies, travel, meeting registration fees, tuition, publication costs, animal care, human subjects, and core usage fees. Facilities and Administrative (F&A) costs will be allowed at a rate of 10% of modified total direct costs. Such costs will be included in the total amount of the award. Requests for Shared Equipment may include the equipment and necessary peripherals. No F&A costs may be requested for Shared Equipment. Eligible expenditures may be made from October 1, 2014 through February 28, 2015. Sub-applicants are not allowed.

All funds awarded must be expended by the organization and a Claim for Payment (voucher) must be submitted for reimbursement to EGA no later than March 15, 2015. ***Claims for Payment submitted after that date will not be eligible for payment.*** Claims for Payment that include ineligible expenses will be reduced by that amount prior to processing by EGA.

Compliance Requirements: All activities performed with funds from this solicitation must be carried out in a manner that complies with all applicable federal and New York State laws and regulations.

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 award from the Spinal Cord Injury Research Board 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.

Reporting Requirements: Contractors will be required to provide a written report outlining how the funds were used and the benefits derived from the funding. Forms and formats will be provided by EGA. Such progress report must be received by March 1, 2015.

Any Resulting Contract: All applications will be reviewed by staff from the New York State Department of Health. A review summary for each application will be provided to the SCIRB based on the applicant organization 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 organization, and the reasonableness of proposed budgets. Upon consideration of these summaries, SCIRB 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 into the contract. The New York State Master Grant Contract will be utilized (see

http://www.grantsreform.ny.gov/sites/default/files/docs/nys_master_contract_for_grants_42913.pdf). In addition, note that there are Agency Specific Clauses and Program Specific Clauses that will become part of any contract (Attachment 4).

To expedite contract execution for approved awardees, the applicant should return the signed contract and Vendor Responsibility Attestation (Attachment 3) immediately upon receipt of e-mail notification of the approved workplan and budget.

For more information about SCIRB and its research programs, see
<http://www.wadsworth.org/extramural/spinalcord>.

Any questions regarding this solicitation, application forms or instructions should be submitted via e-mail to my attention at scirb@health.state.ny.us or by phoning 518-474-7002.

Sincerely,

Bonnie Jo Brautigam
Director, Extramural Grants Administration

Attachments - 5

NEW YORK STATE ELIGIBLE INSTITUTIONS WITH SCI FUNDING FROM SCIRB OR NIH SINCE FFY2010

ALBANY MEDICAL COLLEGE
ALBANY RESEARCH INSTITUTE, INC.
ALBERT EINSTEIN COLLEGE OF MEDICINE AT YESHIVA UNIVERSITY
CITY COLLEGE OF NEW YORK
COLLEGE OF STATEN ISLAND
COLUMBIA UNIVERSITY - MORNINGSIDE
COLUMBIA UNIVERSITY MEDICAL CENTER
FEINSTEIN INSTITUTE FOR MEDICAL RESEARCH
HELEN HAYES HOSPITAL
HUNTER COLLEGE
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI
NEW YORK UNIVERSITY
NEW YORK UNIVERSITY SCHOOL OF MEDICINE
NEW YORK-PRESBYTERIAN HOSPITAL
REGENERATIVE RESEARCH FOUNDATION
SLOAN-KETTERING INSTITUTE FOR CANCER RESEARCH
STATE UNIVERSITY OF NEW YORK AT BUFFALO
STATE UNIVERSITY OF NEW YORK BINGHAMTON
STATE UNIVERSITY OF NEW YORK DOWNSTATE MEDICAL CENTER
STATE UNIVERSITY OF NEW YORK UPSTATE MEDICAL UNIVERSITY
SYRACUSE UNIVERSITY
THE ROCKEFELLER UNIVERSITY
UNIVERSITY OF ROCHESTER
WEILL MEDICAL COLLEGE OF CORNELL UNIVERSITY

FORMS AND INSTRUCTIONS
Face Page – Form 1

Project Title. The title should describe the focus or purpose of the proposed project.

Principal Investigator. Provide the information requested. The PI is the investigator designated by the applicant organization within New York State who is responsible for planning, coordinating and implementing all aspects of the workplan if an award is made. The PI will act as liaison between the awarded organization and the Program, and be required to fulfill reporting requirements and submit any revised budgets co-signed by an authorized organizational representative.

Co-Principal Investigator. If the Co-PI is from the applicant organization, provide the information requested for the Co-PI. If the organizational affiliation of the Co-PI is different from that of the PI, do not list him/her on the Applicant Face Page; complete a separate Face Page for each Co-PI (see Form 1-S, below). **NOTE:** A Co-PI shares responsibility with the PI for oversight of the entire contract; a co-investigator may be responsible for a specific component of the workplan.

Type of Organization. Select the appropriate box (Governmental or Not-for-profit).

NYS Vendor ID Number. Enter the applicant organization's 10-digit Vendor ID number assigned by the New York State Office of the State Comptroller.

Charities Registration Number. Enter the 6-digit New York State Charities Registration Number. If the state Office of the Attorney General determined that the organization is exempt based on its CHAR410 Series, Schedule E filing, indicate the approved exemption category in the space provided. For more information on registration numbers, see <http://www.charitiesnys.com> or telephone the Office of the Attorney General at 212-416-8402.

Project Start and End Dates. Record the anticipated project duration of October 1, 2014 through February 28, 2015.

Grand Total Costs. Enter the Grand Total Costs from Form 4, Line 27. This figure includes direct and F&A costs for the applicant.

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

Research Performing Sites. List all sites (organization and location) where the work described will be performed.

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 contract should an award be made. **NOTE:** This individual typically is not the PI.

Certifications and Assurance. Prior to award recommendation, the PI, Co-PI and the organizational official each are required to sign and date the form. Signatures denote the following: certification that the statements herein are true and complete to the best of the signatories' knowledge; certification that the organization and PI are eligible to apply and the organization has the capability to conduct and

administer externally-funded research; and, agreement to comply with the terms and conditions of any contract awarded as a result of this application.

Institutional Commitment to Spinal Cord Injury Research – Form 2

Provide the information requested on the form. This section should be written as background to support the overall need for the funds, demonstrate the institution's commitment to spinal cord injury research, and describe facilities available for performance of the research, including any additional facilities or equipment available for use. Limit – 2 pages.

Workplan – Form 3

Summary Page: Provide the information requested; limit to one page.

Detail Page: Provide sufficient detail to allow monitoring of progress toward program goals.

Bridge Funding:

Objectives: List the over-arching goal(s) of the workplan (i.e., to provide temporary financial support of meritorious, peer-reviewed SCI research until anticipated funding is received).

Budget Category/Deliverable: Leave this column blank.

Tasks: Briefly summarize the overall research objective and specific aims of research projects to be bridged. Add/delete rows as necessary.

Performance Measures: At a minimum, identify the expected date of permanent funding for each project bridged. Add/delete rows as necessary.

Shared Equipment:

Objectives: List the over-arching goal(s) of the workplan (i.e., to purchase equipment to be used by multiple SCI researchers)

Budget Category/Deliverable: Leave this column blank.

Tasks: List the equipment to be purchased and briefly summarize the need and the overall research objectives and specific aims of research projects that will use the equipment (more than one Principal Investigator and/or institution must be represented). Add/delete rows as necessary.

Performance Measures: At a minimum, identify the expected date by which the equipment is expected to be operational. Add/delete rows as necessary.

Budget and Justification – Form 4

- Form 4 is fillable as a Microsoft Excel workbook. Complete a Form 4 workbook for the applicant organization. The applicant budget should summarize all requests for bridge funding and equipment and be submitted as one Excel file named with the application number and institution name. Please note that it is the responsibility of the applicant to expand the Excel budget file cells as necessary for the complete justification to be legible to reviewers after preparing the complete application's PDF file.

The workbook is formatted with the proper formulas and will print all pages of budget forms from one spreadsheet (tab labeled 'TOTAL BUDGET'). The SUMMARY page will auto-populate when the budget detail pages are completed. As the TOTAL BUDGET tab is completed, budget line items and dollar amounts will auto-populate on the JUSTIFICATION tab. A complete justification should be entered for each budget line.

In the event that matching funds are required for any portion of the application (see below), use the 'MATCH FUNDS' column of the SUMMARY page to document the total.

Matching Funds: Matching funds are required for all funds requested that rise above the following thresholds:

1. Shared Equipment – the applicant organization must provide an equal match (dollar for dollar) for every dollar in excess of \$250,000 that is requested.

AND/OR

2. Bridge Funding – the applicant organization must provide an equal match (dollar for dollar) for every dollar in excess of \$125,000 per investigator/project that is requested.

Request funds appropriate for cost-effective performance of the proposed project. Budgets must be developed and managed in accordance with appropriate accounting standards for the organization including, but not limited to, applicable Circulars from the federal Office of Management and Budget (OMB) (see Attachment 5). Record the amount requested for each category, subtotal and total.

Care should be taken to record the true budgetary needs of the application. Proposed budgets are expected to incorporate cost of living increases and other reasonably-anticipated adjustments that may be necessary throughout the contract term. **Note: Requests for budget modifications** (to move funds between Personal Service and Non-Personal Service budget categories) **and no cost extensions** (to extend the termination date of the contract) **will not be considered** for these contracts. Thus, it is of critical importance that the application budget is prepared accurately and the scope of work can clearly be accomplished within the stated contract term.

Patient care is not an allowable expense. Funds awarded by this program may not be used to supplant or duplicate other existing support for the same work (also see NYS Master Grant Contract, Standard Terms and Conditions, Paragraph III.C., Claims for Reimbursement regarding duplicate reimbursement and replacement funds). Ineligible budget items will be removed from the budget prior to contracting; the budget amount requested will be reduced to reflect the removal of the ineligible items.

Allowable Expenses

1. Personal Services

Salaries are to be paid according to established institutional policies and proportional to the percent of expended professional effort. Fringe benefits may be requested in accordance with institutional guidelines for each position, provided such benefits are applied consistently by the applicant institution as a direct cost to all sponsors. Maximum salary is limited to \$199,700 in each budget year and is not adjustable as the federal salary cap changes. Provide the information requested for all staff positions assigned to the project, regardless of whether financial support is requested. Insert additional lines as necessary.

2. Non-Personal Services

Requests for Bridge Funding may include customarily allowed research expenditures: salaries, fringe benefits, stipends, supplies, travel, meeting registration fees, tuition, publication costs, animal care, human subjects, and core usage fees. Requests for Shared Equipment may include the equipment and necessary peripherals. Eligible expenditures may be made from October 1, 2014 through February 28, 2015.

3. Facilities and Administrative Costs

F&A support is limited to a maximum of 10 percent of modified total direct costs for Bridge Funding only (no F&A costs will be supported for Shared Equipment). Modified total direct costs consist of all salaries and wages, fringe benefits, materials and supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Tuition and fees, as well as the portion of each subgrant and subcontract in excess of \$25,000 shall be excluded from modified total direct costs.

If an award is made, F&A costs will be re-calculated from recommended and approved budget amounts. F&A costs will be calculated as the lower of the RFA-specified percentage of modified total direct costs or the amount recovered using the institution's current DHHS F&A rate. A copy of the DHHS F&A rate agreement should be included in the application appendix. In the absence of a DHHS agreement, an equivalently documented rate for the institution may be used.

Justification

On the second sheet/tab of Form 4, provide sufficient detail to demonstrate that specific uses and amounts of funding have been carefully considered, are reasonable and are consistent with the approaches described in the Workplan. Justify funding for each budget line and associate it with the appropriate Workplan Objective. Identify matching funds provided as appropriate for each budget line. Budget lines that are not well-justified may be decreased or disallowed during the review and award process.

Starting with personnel, **fully justify** amounts requested in each budget category and budget line. Regardless of whether financial support is requested, describe and substantiate the roles and essential contributions to the project of the PD and other staff involved in the project. In addition, provide a **detailed** justification for each 'Non Personal Service' (e.g., travel, supplies and other expenses).

Required Appendix Material

Demonstration of Overall Organizational Eligibility

Provide a copy of one current notice of funding award/renewal **and abstract** from a funded peer-reviewed research project that demonstrates spinal cord injury research conducted by a principal investigator whose primary appointment or place of employment is the applicant organization.

Applications that do not comply with this requirement will be disqualified.

Shared Equipment

- For **each project/piece of Shared Equipment**, provide the following:
 - NIH-style biographical sketch for each investigator/operator proposed to use or benefit from the equipment for spinal cord injury research (including the Research Support section)
 - Current price quote

Requests for Shared Equipment that do not meet this requirement will be ineligible for funding.

Bridge Funding

- For **each project to be Bridged**, provide the following:
 - Documentation from funding agency of Priority Score (or fundable score, as appropriate to the funder's scoring method) dated no earlier than January 1, 2014 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 October 1, 2014 and February 28, 2015.
 - From the original submission:
 - Project abstract
 - Project budget
 - Equipment price quotes

Requests for Bridge Funding that do not meet this requirement will be ineligible for funding.

USE OF THE FOLLOWING FORMS IS REQUIRED

SCIRB Application for Institutional Support of Spinal Cord Injury Research
Face Page – Form 1

Project Title:	
Principal Investigator: Last Name, First Name, Middle Initial, Degree(s) 	Co-Principal Investigator: Last Name, First Name, Middle Initial, Degree(s)
Organization:	Organization:
Department:	Department:
Mailing Address (Street, MS, PO Box, City, State, Zip): Street 1 Street 2 City State NY Zip	Mailing Address (Street, MS, PO Box, City, State, Zip): Street 1 Street 2 City State NY Zip
Phone: Fax:	Phone: Fax:
E-mail:	E-mail:
Type of Organization: <input type="checkbox"/> Governmental <input type="checkbox"/> Not-for-profit	
NYS Vendor ID # (10 digits):	Charities Registration Number (or "Exempt category"):
Project Start/End: -	Grand Total Costs:
New York State Applicant Organization:	Research Performing Sites:
Mailing Address: Street 1 Street 2 City State NY Zip	
Contracts and Grants Official: Last Name First Name Title	Official Signing for the Organization: Last Name First Name Title
Mailing Address: Street 1 Street 2 City State NY Zip	Organization Name and Mailing Address: Name Street 1 Street 2 City State NY Zip
Phone: Fax:	Phone: Fax:
E-mail:	E-mail:
CERTIFICATIONS AND ASSURANCE: Prior to award recommendation, the PI, Co-PI and the organizational official are required to sign and date this form. Signatures denote the following: certification that the statements herein are true and complete to the best of the signatories' knowledge; certification that the organization and PI are eligible to apply and the organization has the capability to conduct and administer externally-funded research; and agreement to comply with the terms and conditions of any contract awarded as a result of this application.	
SIGNATURES OF PRINCIPAL INVESTIGATOR and CO-PI:	
X	DATE:
X	DATE:
SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION:	
X	DATE:

Institutional Commitment to Spinal Cord Injury Research – Form 2

Present the information requested, adjusting the headings to use available space to your best advantage. **Do not exceed 2 pages.**

Brief Description of Institutional Spinal Cord Injury Research:

Facilities Available for Spinal Cord Injury Research:

Future Plans in Spinal Cord Injury Research:

WORK PLAN – Form 3
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

 To: _____

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

WORK PLAN – Form 3
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

Form 4 – Budget and Justification

EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

BUDGET YEAR From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$ -	\$ -		\$ -	\$ -
b) Fringe	\$ -	\$ -		\$ -	\$ -
Subtotal	\$ -	\$ -		\$ -	\$ -
2. Non Personal Services					
a) Contractual Services	\$ -	\$ -		\$ -	\$ -
b) Travel	\$ -	\$ -		\$ -	\$ -
c) Equipment	\$ -	\$ -		\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -		\$ -	\$ -
e) Operating Expenses	\$ -	\$ -		\$ -	\$ -
f) Other	\$ -	\$ -		\$ -	\$ -
Subtotal	\$ -	\$ -		\$ -	\$ -
TOTAL	\$ -	\$ -		\$ -	\$ -

EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK HOURS	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

EXPENDITURE BASED BUDGET

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
TOTAL	
SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
TOTAL	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
TOTAL	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

EXPENDITURE BASED BUDGET

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: xx/xx/xxxx

To: xx/xx/xxxx

CATEGORY OF EXPENSE		BUDGETED	JUSTIFICATION
1. Personal Services			
a) Salary			
1.	0	\$0	
2.	0	\$0	
3.	0	\$0	
4.	0	\$0	
5.	0	\$0	
6.	0	\$0	
7.	0	\$0	
8.	0	\$0	
9.	0	\$0	
10.	0	\$0	
b) Fringe			
Personal Services Subtotal		\$0	
2. Non Personal Services			
a) Contractual Services			
1.	0	\$0	
2.	0	\$0	
3.	0	\$0	

b) Travel		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
c) Equipment		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
d) Space/Property & Utilities		
Rent		
1. 0	\$0	
Own		
1. 0	\$0	
Utilities		
1. 0	\$0	
e) Operating Expenses		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
f) Other		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
Non Personal Services Subtotal	\$0	
TOTAL	\$0	

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements, 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: _____

ATTACHMENT A-1

AGENCY AND PROGRAM SPECIFIC CLAUSES

Part A. Agency Specific Clauses

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, licensor, licensee, lessor, lessee or any other party):

A. International 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).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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 Section 165 of the State Finance Law, (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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. 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.

H. Administrative Rules and Audits:

1. 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:

a) 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".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- b) 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.
- c) 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.

I. 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.

J. 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.

K. 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. 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

M. 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.

N. 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:

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

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **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

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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 any 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.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. 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
Extramural Grants Administration
Empire State Plaza
PO Box 509
Albany, NY 12201-0509

S. 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 Attachment 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.

T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Terry Ascienzo

Title: Extramural Grants Administration

Address: C345 Wadsworth Center, PO Box 509, ESP, Albany, NY 12201

Telephone Number: 518 474-7002

Facsimile Number: 518 486-2191

E-Mail Address: scirb@health.state.ny.us

Name of Institution

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES

Part B. Program Specific Clauses

New York State Department of Health

Department of Health Program Name: New York State Spinal Cord Injury Research Program

Initiative Name: Institutional Support for Spinal Cord Injury Research

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

A. Research Integrity and Responsible Conduct of Research

In accepting an award from the New York State Department of Health for support from the Spinal Cord Injury Trust Fund (the Fund), the contractor shall ensure that each project investigator agrees to conform strictly to the codes of practice, regulations, policies and laws governing ethical conduct of scientific research, including but not limited to CFR 42 Part 93 and CFR 45 Part 94. The contractor and the Principal Investigator (PI) shall be 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 PI and any co-investigators, or in collaboration with other persons, the PI and contractor 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. The contractor will inform SCIRB program administrators of any actual or suspected instances of research misconduct by any project participant as soon as this information becomes known to the contractor. The contractor is fully responsible for investigation of such instances.

B. Human Subjects Research

Human subjects research is essential to the continued advancement of scientific knowledge concerning spinal cord injury. 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 commence unless it has been approved by an Institutional Review Board (IRB) and a copy of the current approval has been submitted to SCIRB program administrators. Further, the following requirements shall be satisfied:

- 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; 21 CFR 361; and 21 CFR 812.

- The research study will comply with New York State Public Health Law (PHL) Article 24-A unless the research is subject to, and in compliance with, policies and regulations promulgated by any agency of the federal government for the protection of human subjects.
- The research study will comply with all other applicable federal and New York State laws, regulations and guidelines.
- If applicable, the contractor'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 SCIRB 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 within 24 hours of such determination.

C. Animal Use

SCIRB requires that all contractors that conduct research using animals supported by the Spinal Cord Injury Trust Fund adhere to all federal, state and local laws pertaining to humane care and use of animals for research purposes. Accordingly, no research study shall commence unless it has 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 relating to animal care and use (e.g., the federal Animal Welfare Act, 7 USC 2131 *et seq.*) and its implementing regulations; and NYS PHL Article 5, Title I, §§ 504 and 505-a) and a copy of the current approval has been submitted to SCIRB program administrators.

D. Other Compliance Requirements

1. Human Tissue

SCIRB will support research using human tissue and require that such research adhere to all federal, state and local laws and regulations pertaining to the use of such tissue, including, but not limited to, 42 USC § 289g *et seq.*; NYS PHL Article 43, §§ 4301 to 4309; Article 43-B, §§ 4360 to 4366; and 10 NYCRR Part 52. Any facility collecting, processing, storing, or distributing human tissue, even if for research purposes only, must consult with the Department regarding the need for an appropriate New York State tissue bank license, and if informed a license is necessary, obtain such a license. Accordingly, no research study shall commence unless such license is current.

2. Analytical Testing of Human Specimens

Any facility performing analytical testing of specimens from tissue donors or donated tissues where donor-identified test results are produced, which does not already hold such a permit, must consult with the Department regarding the need for an appropriate New York State Clinical Laboratory Permit in compliance with NYS PHL Article 5, Title V, §§570 to 581, or

verify that the facility performing the testing holds the appropriate permit. Accordingly, no research study shall commence unless such permit is current.

3. Recombinant DNA

Any facility in possession of recombinant DNA or performing recombinant DNA activities must comply with relevant state law (NYS PHL Article 32-A), state regulations (10 NYCRR Part 61) and federal guidelines (see http://oba.od.nih.gov/rdna/nih_guidelines_oba.html). Accordingly, no research study shall commence unless it has been reviewed and approved by the appropriate institutional oversight committee.

E. Publication and Intellectual Property Rights

1. It is SCIRB's intent that the results of research it supports through its sponsorship be disseminated and made easily available to the research community and the lay public. Manuscript submission for publication of research funded by the Fund shall not be delayed by investigators or their research institutions. Research results are to be submitted promptly for publication in internationally recognized scientific journals. Publication should not be delayed for commercial or other reasons beyond the editorial period needed to ensure scientific accuracy and presentation.
 - a. All publications reporting research supported by SCIRB funds published in peer reviewed journals must be deposited in the National Institutes of Health National Library of Medicine's PubMed Central (PMC). The SCIRB encourages investigators to sign copyright agreements that specifically allow the published manuscript to be deposited for public posting on PMC. As investigators are encouraged to publish SCIRB-funded research findings as "open access" publications, contract funds may be used to cover costs required for such "open access" publication.
 - b. An electronic copy of each such publication must be filed with the progress report pursuant to this contract.
 - c. Support by the Spinal Cord Injury Trust 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 Spinal Cord Injury Trust 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 Spinal Cord Injury Research Board, the New York State Department of Health, or the State of New York").
2. It is SCIRB's intent that the resources, materials and methods created through its sponsorship be disseminated and made easily available to the research community. All such materials described in invention disclosures, publications, or other public forums shall be made available to requesting investigators. The contractor may collect reasonable costs for provision of such resources and may require execution of appropriate material transfer agreements, licenses, or confidentiality agreements (see paragraph #4, below).

3. The State retains march-in rights¹ with regard to SCIRB-funded research. In the event that SCIRB determines that the contractor has not made sufficient reasonable efforts to protect the various property interests in the research or has failed to share the research developments promptly, the State shall have the right, at its sole discretion, to exercise its march-in rights and take appropriate steps to achieve those goals. The State shall have the right to 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, material, 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.
4. The contractor must have written agreements with researchers that require prompt disclosure of inventions made in the performance of SCIRB-funded research. The contractor shall notify SCIRB program administrators of the invention disclosures and the filing of any patent application in the progress report pursuant to this contract. The contractor shall also provide SCIRB program administrators with 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 rights retained by the State pursuant to the above paragraph 3, *supra*.

Assignment and ownership allocation of intellectual and industrial property rights generated from research supported by the Fund are 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 contractor. 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 of the research supported by the Fund. However, to protect the State's interests and to streamline invention reporting procedures, contracts between the Department and the contractor 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.

5. Contractor agrees, pursuant to the provisions of the New York State Administrative Procedure Act §104, to provide the Department with the study, any data supporting the research 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,

¹ For purposes of this contract, "march-in right" shall mean the following: with respect to any subject invention in which the contractor has acquired under this contract, the State shall have the right to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such request, to grant such a license itself, if the State determines that such action is necessary either because the contractor, assignee, or their licensee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use or to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensee.

and the identity of the principal person or persons who performed the study shall be subject to disclosure in accordance with the law.

F. Other

1. Equipment may not be purchased within ninety (90) days of contract termination. Upon satisfactory completion of the contract, as determined by the Department, all equipment purchased hereunder may be retained by the contractor.
2. Neither the Department nor the State of New York will assume any responsibility for any damage or injuries caused by or resulting from research conducted with the financial support under this contract.
3. The contractor is required to participate in and cooperate with evaluation and dissemination activities sponsored or conducted by EGA staff, such as:
 - a. on-site monitoring visits; and
 - b. SCIRB-sponsored annual scientific meetings.
4. Patient care is not an allowable expense.
5. The contractor will comply with required reporting of intellectual property activity associated with this contract using the forms and formats provided by the Department (see <http://www.wadsworth.org/extramural/spinalcord/contractors.htm>).