

**Florida Biomedical Research Programs
James and Esther King Biomedical Research Program
and
Bankhead-Coley Cancer Research Program**



Terms and Conditions

The Florida Department of Health ("Department") requires that a Grant recipient ("Grantee") for the James & Esther King Biomedical Research Program and/or the Bankhead-Coley Cancer Research Program agree to certain legally enforceable terms and conditions. "Grantee" refers to both the eligible institution and their authorized agents.

The following Calls for Applications ("Call"), including any Call amendments, and the application ("application") submitted by the Grantee in response thereto, are hereby incorporated by reference as part of this binding agreement:

- James & Esther King Biomedical Research Program Call for Grant Applications: New Investigator Research (NIR) Grant for Diseases Related to Tobacco Use, Fiscal Year 2012-2013, effective November 11, 2011; using Form DH KNG 1002, "King NIR Application", (11/11).
- James & Esther King Biomedical Research Program Call for Grant Applications: Bridge Grant for Diseases Related to Tobacco Use, Fiscal Year 2012-2013, effective November 11, 2011; using Form DH KNG 1001, "King Bridge Application", (11/11).
- Bankhead-Coley Cancer Research Program Call for Grant Applications: New Investigator Research (NIR) Grant for Cancer, Fiscal Year 2012-2013, effective November 11, 2011; using Form DH BC 1002, "B-C NIR Application", (11/11).
- Bankhead-Coley Cancer Research Program Call for Grant Applications: Bridge Grant for Cancer, Fiscal Year 2012-2013, effective November 11, 2011; using Form DH BC 1001, "BC Bridge Application", (11/11).

Grantee must comply with the provisions outlined in those documents, all applicable federal and State of Florida laws, rules, and regulations, and with the following terms and conditions to receive and maintain grant awards.

-
- 1. Grant Period and Award:** The grant period, total award amount, and other specific information about this grant are shown in Attachment 1. The grant period shall include the original term of the grant and all approved extensions. In the case of multi-year grants, annual continuation is not automatic and continuation requests must be submitted according to the schedule in Attachment 2. The Department may grant an extension of the grant period without additional funds (no-cost extension) upon request. Awards, continuations, extensions, renewals, and payments shall be made contingent upon satisfactory project performance and compliance with the grant terms and conditions. The grant period, including extensions, may not exceed 3.5 years. The Department's performance and obligation to pay under this grant agreement are contingent upon annual appropriation by the Legislature, and/or the availability of funds.

- 2. Starting the Grant Project:** Regardless of contract execution, this project cannot begin if there are any unresolved eligibility or regulatory issues, including but not limited to budget issues, Institutional Review Board (IRB) approvals, and Institutional Animal Care and Use Committee (IACUC) approvals.
 - a. Grantee shall notify the Department of any delays in starting this project, reasons for the delay, actions being taken to resolve the delays, and expected start date.
 - b. Grantee shall update the Department, in writing, every 30 days after the original start date of the grant period as shown in Attachment 1. Failure to keep the Department informed may result in grant termination.
 - c. If the project has not started 6 months (180 days) after the original start date of the grant period, the Department may elect to terminate the grant.
 - d. Projects for which work must be performed before IRB approval can be requested may seek an exemption from the IRB requirement in this section.
- 3. Required Deliverables:** The Grantee will provide reports to the Department for the purposes of accountability and compilation of information for the Governor, Legislature, and other stakeholders. Failure to comply with all deliverables required may have a negative effect on the Grantee's invoice payment, award continuation, or future funding opportunities.
 - a. The Grantee shall prepare and submit to the Department throughout the grant period financial reports, narrative progress reports, and other deliverables as outlined in Attachment 2. Reports must be prepared according to the format specified by the Department.
 - b. The Grantee agrees to make all reasonable efforts to assist the Department in gathering data required for reporting to the Legislature and Governor pursuant to sections 215.5602(10) and 381.922(4), *Florida Statutes (F.S.)*, both during and after the grant period. Upon request, Grantee agrees to report to the Department a description of all outcomes resulting from this grant, including but not limited to publications, presentations, published reports, databases, additional grants and monies received, patents, invention disclosures, and copyrights.
- 4. Payment:** This grant has a fixed payment schedule as shown in Attachment 2. Payments will be contingent on Grantee compliance with these *Terms and Conditions* and all other grant requirements.
 - a. Total per annum payments to the Grantee shall not exceed the total per annum allocation as shown in Attachment 1, and cannot exceed the total award amount.
 - b. Grantee must request payment using the Department's invoice form. Expenses will be reviewed for appropriateness.
 - c. Failure to submit the invoice and all required documentation and deliverables by the due date(s), or any other non-compliance with these terms and conditions, may result in a reduction of the award, late or non-payment of the invoice, and/or grant termination. Failure to submit the invoice and all required documentation within 60 days the due date, may result in a reduction of the amount eventually paid by two percent (2%).
 - d. In the case of a delayed start, payment of invoices will only be approved after project work has started.
 - e. Payment of the final invoice for this grant will take place after the end of the grant period once all required documentation and deliverables have been received and approved.
 - f. Pursuant to section 215.422, *F.S.*, the Department has five (5) working days to inspect and approve or reject the invoice and required deliverables. If payment is not made within 40 days of the date the invoice and deliverables are received and approved, a separate interest penalty set by the State of Florida Comptroller pursuant to section 55.03, *F.S.*, will be due and payable in addition to the invoice amount. Invoices and deliverables returned to the Grantee due to errors will result in a payment delay. Interest penalties less than one dollar will not be enforced.

5. Scope of Work and Project Adjustments:

- a. The Grantee shall complete the work as described in the application.
- b. Any type of project adjustment from that which was proposed in the application, including changes in the designs, aims, or research plans, and any changes requiring IRB and/or IACUC approval, must be submitted in writing and is subject to Department approval prior to the change taking place.

6. Key Personnel Requirements and Adjustments: Project key personnel include the Principal Investigator, Project Director, Mentor, and other project personnel noted as such in the grant application.

- a. Commitment of any individual's effort greater than 100% is not permitted.
- b. The Grantee shall establish a system to track work effort commitments of all key personnel. Effort certification documentation shall indicate the committed/actual work effort expended on the grant during the grant period as well as percent effort for all other duties/tasks/projects. All effort assigned to this grant must be for work directly related to the project.
- c. Prior Department approval is required for Project Director, Principal Investigator, and Mentor changes.
- d. Reductions in Project Director or Principal Investigator effort are not allowed within the first six months and may not exceed 10% within any one year of the grant period. The amount of effort of the Project Director and/or Principal Investigator must remain above the minimum percent required in the Call.

7. Budget Adjustments: The approved budget is the annual budget approved by the Department at the beginning of the grant period and annually thereafter and includes any approved budget adjustments.

- a. Any overspending in the personnel, equipment, or travel budget categories must be justified to and pre-approved by the Department.
- b. Excepting the personnel, equipment, and travel budget categories, spending is allowed to deviate from the annual approved budget, whether within a single budget category or in aggregate, by less than 20% of the total approved budget without requiring justification to or approval by the Department. Overspending of 20% or more must be justified to and pre-approved by the Department.
- c. The Department reserves the right to: 1) require further justification, 2) reject any disallowed costs, 3) reject overspending of more than 20% of the annual approved budget that has not been pre-approved, and 4) request new/revised budgets as necessary.

8. Property/Equipment: Property and equipment is defined as non-expendable, tangible property having a useful life of more than one year. All property and equipment purchased with grant funds must be (1) necessary to carry out the proposed research; (2) justified to and pre-approved by the Department; (3) inventoried and tracked throughout the grant period; and (4) protected with sufficient insurance and security safeguards.

- a. All approved property and equipment must be purchased and received prior to the last 90 days of the grant period, unless prior written approval from the Department has been obtained.
- b. All equipment purchased with grant funds is the property of the eligible institution, and is subject to Chapter 273, *F.S.*, dealing with state-owned tangible personal property and the disposition thereof. For research institutions not covered under Title XLVIII, *Florida Statutes*, equipment no longer deemed to be useful shall remain state property and must be transferred or donated to a state agency or public university for redistribution or disposition.

- 9. Fiscal Accountability:** The Grantee shall establish a system to provide adequate accountability of grant funds. All grant funds must be properly accounted for using Generally Accepted Accounting Principles (GAAP) and all financial records are subject to review.
- a. The Grantee shall not commingle grant funds with other personal or business accounts. The Grantee shall not use grant funds to supplant or replace funds from other resources.
 - b. The Grantee shall maintain sufficient documentation of all grant expenditures as proof that such expenditures are allowable under this agreement, reasonable, and necessary for the work performed. The Grantee will not charge the Department for the value of donated goods, services, or facilities; however, donations may be used to meet any required match.
 - c. The Grantee shall develop a system for tracking all project costs incurred. All expenses paid with grant funds must be directly related to the project. Any grant funds utilized for purposes outside of the active, approved budget will be considered an overpayment and must be returned to the Department.
 - d. The Department will not be responsible for any project costs incurred before or after the grant period. Only project costs incurred during the grant period are eligible for payment. All project costs are subject to Department audit, and only those required for this project's use during the grant period will be allowed.
 - e. Per s. 112.061, *F.S.*, reimbursement for allowed travel must be at or below the current State of Florida travel rates.
- 10. Matching Funds:** If matching funds are a condition of this grant per the Call, the Grantee agrees it will specifically provide at a minimum the funds or other consideration as outlined in the application. Grantees may match more than the minimum required amount. If the Grantee does not contribute the agreed-to match amount, the total award amount may, at the discretion of the Department, be reduced proportionately to maintain the required matching ratio.
- 11. Return of Funds:** This grant is a fixed payment grant, not a fixed price grant. Therefore, the Grantee shall return to the Department any overpayment of grant funds related to disallowed expenditures, funds unaccounted for due to non-submission of required deliverables, or other unused grant funds at the end of the grant period. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within 45 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee of such a finding. Should repayment not be made in a timely manner, the Department may withhold the amount of the overpayment from any future payments under this or any other agreement. This provision shall not be a limitation on any remedies at law or equity available to the Department.
- 12. Monitoring:** The Grantee shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, and/or goods and services of the Grantee that are relevant to this grant, and/or interview any clients, subcontractors, and employees of the Grantee to assure the Department of satisfactory performance of the terms and conditions of this grant. Monitoring may take place at any time during the grant period or records retention period with reasonable advance notice during normal business hours. Following such evaluation, the Department will deliver to the Grantee a written report of its findings and will include written recommendations with regard to the Grantee's performance of the terms and conditions of this grant. The Grantee will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The Grantee's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or a combination of the following: (1) the Grantee being deemed in breach or default of this agreement; (2) the withholding of payments to the Grantee by the Department under this or any other agreement; (3) the termination of this grant.

- 13. Access to Records:** The Grantee shall assure that records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or personnel duly authorized by the Department. Persons duly authorized by the Department shall have full access to and the right to examine any of the Grantee's grant and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained. Upon termination of the grant, and at the request of the Department, the Grantee will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Department unilaterally reserves the right to terminate this grant if the Grantee refuses to allow public access to all documents, papers, letters, or other materials subject to provision of Chapter 119, *F.S.*, made or received by the Grantee or its contractor in conjunction with this grant.
- 14. Retention of Records:** The Grantee shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this grant for a period of six (6) years after the end of the grant period. If an audit has been initiated and audit findings have not been resolved at the end of the six (6) years, the records shall be retained until resolution of the audit findings or litigation, which may be based on the terms of this grant.
- 15. Financial Overlap:** Other Support is defined as all financial resources, whether federal, state or private, commercial or institutional, available in direct support of an individual's research endeavors, including but not limited to research grants, cooperative agreements, contracts, and/or institutional awards (not included are training awards, prizes, or gifts). Financial overlap is defined as accepting financial compensation from one or more other support sources for the same or substantially similar scientific aims/projects that are funded by the Department. Financial overlap is not permitted. The Grantee is responsible for monitoring changes in other support for project key personnel to avoid financial overlap. The Grantee is responsible for notifying the Department of such changes and for resolving overlap or requesting an amendment to prevent overlap. If financial overlap is due to receipt of an award from another funding source during the grant period, the Grantee must immediately notify the Department and resolve the overlap by: a) modifying at least one of the awards to eliminate the overlap or b) relinquishing one of the awards. Updated information on other support may be requested by the Department at any time during the grant period.
- 16. Financial Conflict of Interest:**
- a. The Department manages the Florida Biomedical Research Programs in general accord with the policies and procedures employed by the National Institutes of Health (NIH), including policies regarding disclosure and resolution of conflict of interest. The Grantee shall have in place an administrative process to identify and resolve financial conflicts of interest that may affect the objectivity of the proposed research. Grantee shall inform the Department of all conflicting financial interests that have been identified. Excepting Technology Transfer/Commercialization (TTCP) and Technology Transfer Feasibility (TTF) Grants, Grantee must describe the method by which conflicting financial interests have been resolved in order to protect this grant from bias.
 - b. The Grantee shall not offer to give, or give, any gift and/or payments to any Department employee/staff/representative during the grant period and for at least two years after the end of the grant period pursuant to section 112.3185, *F.S.*
- 17. Assignment and Sub grants:** The Grantee shall neither assign the responsibility of this grant to another party nor subcontract for any of the work contemplated under this grant without prior written approval of the Department. Any sub-license, assignment, subcontract, or transfer otherwise occurring shall be null and void. The Grantee shall be responsible for all work performed and all expenses incurred for this grant and for ensuring compliance with these terms and conditions. If the Department permits the Grantee to subcontract part of the work contemplated under this grant, including entering into subcontracts with vendors for services and commodities, it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. To the extent permitted by Florida law, the Grantee, at its expense, will defend the Department against such claims.

18. Confidentiality: The Grantee shall maintain confidentiality of all data, files, documents, papers, electronic storage media, and records, including client records, and shall protect the privacy of human subjects related to this grant and all services provided. The Grantee shall not use or disclose any information concerning a human subjects under this grant for any purpose not in conformity with state and federal law or regulations (including 45 CFR 46.111 and 21 CFR 56.111) and Institutional Review Board policies, except upon written consent of the recipient, or his or her responsible parent or guardian, when authorized by law. Where applicable, the Grantee will comply with the Health Insurance Portability Accountability Act (HIPAA) as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

19. Publications, Presentations or Printing of Reports: Any publications, presentations, printed reports, or resulting research findings related to this grant shall acknowledge the appropriate funding source: *James & Esther King Biomedical Research Program, Florida Department of Health* OR *Bankhead-Coley Cancer Research Program, Florida Department of Health*. Grantee shall notify the Department of all publications, presentations, printed reports, and resulting research findings created for this project both during and after the grant period.

20. Public Access:

- a. Upon publication of their work, grantees funded through this Program are encouraged to make materials, data and databases, and software that result from this funding and which is integral to their publication, freely and expeditiously available upon request for research use by other scientists, utilizing materials transfer agreements.
- b. In concert with the National Institutes of Health (NIH) notice NOT-OD-08-033, the Grantee shall submit or have submitted for them to the National Library of Medicine's PubMed Central an electronic version of their final, peer-reviewed manuscripts upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication, in a manner consistent with copyright law.

21. Patents, Copyrights, and Royalties: The Department manages the Florida Biomedical Research Programs in general accord with the policies and procedures employed by the National Institutes of Health (NIH), including those that apply to intellectual property, patent rights, inventions, and commercialization, including the Bayh-Dole Act (37 CFR 401). The following provisions shall apply to all inventions, including intellectual property, created under this grant:

- a. All inventions shall be the property of the Grantee or business partner if a written agreement has been executed; and Grantee shall retain the entire right, title and interest to such.
- b. The Department shall have a fully paid up, non-exclusive, non-transferable, irrevocable license to practice or have practiced or to use or have used the invention for or on behalf of the State of Florida.
- c. Grantee shall disclose all inventions to the Department within two months of patent application and/or any licensing event, and will subsequently report on commercialization progress regarding patenting (filing dates and issue dates), licensing, and commercialization events.
- d. Grantee shall make reasonable efforts to commercialize such invention through patenting and licensing and shall make reasonable efforts to give preference to Florida-based companies.
- e. If the Grantee seeks to apply for copyright, trademark or patent when commercially reasonable for any property created, developed or invented as a result of services provided under this grant, the Grantee shall furnish the Department with a description of said property and a copy of any licensing obtained.
- f. Grantee shall report to the Department, upon request, any progress in securing or exploiting such inventions, trademarks, copyrights, or patents both during and after the grant period.
- g. It is expressly agreed that neither Grantee nor Department transfers by operation of this Agreement to the other party any right in or license to any patents, copyrights, or other proprietary right owned as of the commencement date of the Agreement or arising outside of the research conducted under this Agreement.

22. Policy Regarding Scientific Misconduct: The Department manages the Florida Biomedical Research Programs in general accord with the policies and procedures employed by the National Institutes of Health (NIH), including those that apply to scientific misconduct.

- a. Applicants for, and recipients of, grants must promptly inform the Department of any notices of scientific misconduct or suspensions. If an administrative action for scientific misconduct is imposed by the Department of Health and Human Services (HHS), by his/her own institution, or by any other regulatory agency, the Grantee must notify the Department within 48 hours. Grantee must provide a copy of the final notice of the administrative action (i.e., after the disposition of any appeal) to the Department either at the time of application or within thirty (30) days of the imposition of the administrative action.
- b. Each eligible institution that receives or applies for a grant must certify establishment of administrative policies consistent with 42 CFR 50, Subpart A, "*Responsibilities for PHS Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science*," and 42 CFR 94, "*Public Health Service Standards for the Protection of Research Misconduct Whistleblowers*."

23. Human Subjects: The Department manages the Florida Biomedical Research Programs in general accord with the policies and procedures employed by the NIH and the HHS, including those that apply to human subjects. If this project involves human subjects, the following terms apply.

- a. Grantee must abide by all applicable federal and state laws and regulations, including 45 CFR 46, 45 CFR 160 and 164, and 21 CFR 50, 56, 312, 812, and other applicable regulations.
- b. Grantee is responsible for safeguarding the rights and welfare of human subjects in Department-supported projects. Grantees proposing to involve human subjects in nonexempt research must file a written Assurance of Compliance with the Office of Human Research Protections (OHRP), must establish and maintain appropriate policies and procedures for the protection of human subjects.
- c. Grantee must obtain, maintain, and provide to the Department active verification or certification of IRB approval before project work can begin. The verification must include principal investigator name, project name, approval and expiration dates, and signature of the approving authority chairperson.
- d. Grantee may also be required to obtain and maintain approval from the Florida Department of Health Institutional Review Board (DOH IRB) within 60 days of notice of award. When the sole activity of the Department is funding research with non-Federal funds, and the research does not involve Department clients, personnel, non-public data, or facilities, then review by the DOH IRB is NOT required. Information is available at the DOH IRB website at <http://flpublichealthethics.net/>.
- e. When appropriate, Grantee agrees to define the arrangements for medical care for research-related injury before the research starts and communicate it to prospective research participants. This DOES NOT require any particular party to be responsible for such care; it requires that it be made clear to participants through the informed consent document/process who will provide medical care and who will be responsible to pay for it should a participant experience a research-related injury.
- f. Grantee agrees to report within 48 hours to the Department any expiration of IRB approval, serious or continuing non-compliance, unanticipated problems involving risks to participants or others, and any suspension or termination of IRB approval. The Grantee IRB agrees to report to the Department when reporting to federal officials any serious or continuing non-compliance or unanticipated problem involving risks to participants or others.

- g. During the time that one or more IRB approval(s) is expired, all activities covered by the expired IRB approval(s) must discontinue until a renewal is obtained, and expenses for those activities during the expired period will be disallowed. The only activities that may continue in the event of expired IRB approval(s) are those activities that are clearly severable and independent from activities that involve human subjects covered by the expired IRB approval(s). Project expenses for these clearly severable and independent activities will be allowed and it is incumbent upon the Grantee to maintain accurate and clear records in case of an audit.
 - h. Grantee must comply with the “*NIH Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research.*”
- 24. Vertebrate Animals:** The Department manages the Florida Biomedical Research Programs in general accord with the policies and procedures employed by the NIH, including those that apply to vertebrate animals. If this project involves the use of vertebrate animals, the following terms apply.
- a. Grantee is responsible for the humane care and use of animals in Department-supported research activities. Grantee must abide by the Animal Welfare Act as amended (7 USC 2131-2159) and other Federal statutes and regulations relating to animals.
 - b. Grantee must obtain, maintain, and provide to the Department active verification or certification of Institutional Animal Care and Use Committee (IACUC) approval before project work can begin. The verification must include principal investigator name, project name, approval and expiration dates, and signature of the approving authority chairperson.
 - c. Grantee agrees to report within 48 hours to the Department any expiration of IACUC approval, serious or continuing non-compliance, and any suspension or termination of IACUC approval.
 - d. During the time that the IACUC approval is expired, all activities covered by the expired IACUC approval must discontinue until a renewal is obtained, and expenses for those activities during the expired period will be disallowed. The only activities that may continue during an expired IACUC are those activities that are clearly severable and independent from activities that involve vertebrate animals covered by the expired IACUC approval. Project expenses for these clearly severable and independent activities will be allowed and it is incumbent upon the Grantee to maintain accurate and clear records in case of an audit.
- 25. Recombinant DNA:** The Department manages the Florida Biomedical Research Programs in general accord with the policies and procedures employed by the NIH, including those that apply to recombinant DNA. All research involving recombinant DNA techniques must meet the requirements of NIH Notice NOT-OD-02-052, “*NIH Guidelines for Research Involving Recombinant DNA Molecules.*”
- 26. Stem Cells:** The Department manages the Florida Biomedical Research Programs in general accord with the policies and procedures employed by the NIH, including those that apply to use of human stem cells. All research involving human stem cells must meet the requirements of the “National Institutes of Health Guidelines for Human Stem Cell Research.”
- 27. E-Verify:** The Grantee agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the grant period. The Grantee shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the grant period.
- 28. Lobbying:** Pursuant to sections 11.062 and 216.347, F.S., no portion of grant funds shall be used for lobbying.

- 29. Insurance:** The Grantee shall provide adequate liability insurance coverage on a comprehensive basis at all times during the grant period. Upon execution of this grant, unless it is a public college or university as identified in Chapter 1004, *F.S.*, the Grantee accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Grantee and the clients to be served under this grant, if any. Upon execution of this grant, upon request the Grantee shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate. Insurance must be secured from a company licensed to do business in the State of Florida.
- 30. Florida Single Audit Act Financial Audit:** The Grantee shall comply with the provisions of the Florida Single Audit Act, section 215.97, *F.S.*
- 31. Termination:** Regardless of the cause of termination, the Grantee shall comply with the terms and conditions of this grant at all times during and after the grant period. The Grantee may be reimbursed for allowable costs incurred and any irrevocable charges through the date of termination up to the total award amount.
- a. This grant may be terminated by the Grantee upon no less than 30-calendar days notice in writing, without cause, at no additional cost, unless a different notice period is mutually agreed upon by both parties.
 - b. This grant may be terminated by the Department upon no less than 30-days notice, without cause, at no additional cost, unless a different notice period is mutually agreed upon by the parties or outlined elsewhere herein. The provisions herein do not limit the Department's right to any legal remedies.
 - c. In the event funds to finance this grant become unavailable, the Department may terminate this grant upon no less than 24 hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds.
- 32. Indemnification:** Unless the Grantee is an agency or subdivision of the State of Florida or a public college or university as identified in Chapter 1004, *F.S.*, the Grantee shall be liable for and shall indemnify, defend, and hold harmless the State of Florida, its officers, employees and agents to the full extent allowed by law from all losses, expenses, claims, damages, actions, suits and judgments, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Grantee, its agents, subcontractors, or employees during the performance or operation of this grant, whether direct or indirect, and whether to any person or tangible or intangible property. Only adjudication or judgment after highest appeal is exhausted specifically finding the Grantee not liable shall excuse performance of this provision. Nothing in this grant agreement is intended to serve as a waiver of sovereign immunity, nor shall anything in this grant agreement be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this grant agreement. If the Grantee is an agency or subdivision of the State of Florida, the Grantee agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any Grantee to whom sovereign immunity may be applicable.

33. Dispute, Dispute Resolution, and Renegotiation:

- a. Failure of this agreement to cite all applicable state and federal laws and regulations does not waive compliance requirements.
- b. Failure of the Department to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No Department waiver of any term, provision, condition or covenant hereof shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant hereof, and no payment by the Department shall be deemed a waiver of any default hereunder.
- c. Modifications of provisions of this agreement shall only be valid when they have been reduced to writing and duly signed by both parties.
- d. The Department shall be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this agreement to another governmental agency in the State of Florida upon giving prior written notice to the Grantee.

34. Policy Memoranda: The Grantee shall comply with all subsequent Department of Health policy memoranda.

35. Contact:

- a. All correspondence relating to contractual matters should be directed to FBRP@doh.state.fl.us or via mail to Florida Department of Health, Office of Public Health Research, Biomedical Research Programs, 4052 Bald Cypress Way, Bin A-24, Tallahassee, FL 32399-1749.
- b. All correspondence relating to grant administration matters should be directed to programsupport@floridabiomed.com for the James & Esther King Biomedical Research Program, and to bcprogramsupport@floridabiomed.com for the Bankhead-Coley Cancer Research Program.
- c. A Vendor Ombudsman has been established within the Department of Financial Services, whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

I have read the above Terms and Conditions and understand each section.

The parties hereto have caused these Terms and Conditions to be executed by their undersigned officials as duly authorized.

GRANTEE:

Signature of Authorized Official

Date

Typed or Printed Name of Authorized Official

Eligible Institution Name

FLORIDA DEPARTMENT OF HEALTH:

Signature of Authorized Official

Date

Kimberly A. Berfield, Deputy Secretary

Typed or Printed Name of Authorized Official

Florida Department of Health

GRANT ID
Institution Name
Principal Investigator Name

Florida Biomedical Research Programs
Terms and Conditions
Attachment 1



Program:	<i>Name of Research Program</i>
Program CSFA #:	<i>64.xxx</i>
Grant ID:	<i>Grant ID</i>
Type of Grant:	<i>Grant Type</i>
Institution:	<i>Institution Name</i>
Principal Investigator:	<i>Principal Investigator Name</i>
Project Title:	<i>Project Title</i>
Grant Period:	<i>Grant Period</i>
Total Grant Award:	<i>Total Grant Award Amount</i>

GRANT ID
Institution Name
Principal Investigator Name

Florida Biomedical Research Programs
Terms and Conditions
Attachment 2



Grant Type

Schedule of Deliverables and Payments

Deliverable	Period Covered	Due Dates
<i>TBD</i>		