

File No. 101322

Committee Item No. _____
Board Item No. 38

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date: October 26, 2010

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Annette Lonich Date: October 21, 2010

Completed by: _____ Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or Meeting Date

I hereby submit the following item for introduction:

- _____ 1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment.
- X 2. Request for next printed agenda without reference to Committee
- _____ 3. Request for Committee hearing on a subject matter.
- _____ 4. Request for letter beginning "Supervisor _____ inquires...".
- _____ 5. City Attorney request.
- _____ 6. Call file from Committee.
- _____ 7. Budget Analyst request (attach written motion).

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisors Bevan Dufty

SUBJECT: Accept and Expend Grant – PSI / Myanmar Collaborative Impact Study Planning - \$7,993

Signature of Sponsoring Supervisor: _____

Bevan Dufty

For Clerk's Use Only:

1 [Accept and Expend Grant –PSI/ Myanmar Collaborative Impact Study Planning- \$7,993]

2
3 **Resolution authorizing the San Francisco Department of Public Health (DPH) to accept**
4 **and expend retroactively a grant in the amount of \$7,993 from the University of**
5 **California San Francisco (UCSF), to participate in a program entitled “PSI/ Myanmar**
6 **Collaborative Impact Study Planning;” for the period of May 1, 2010, through June 29,**
7 **2010.**

8
9 WHEREAS, UCSF is the recipient of a grant award from the Population Services
10 International/ Myanmar supporting the PSI/ Myanmar Collaborative Impact Study Planning;
11 and,

12 WHEREAS, With a portion of these funds, UCSF has subcontracted with DPH in the
13 amount of \$7,993 for the period of May 1, 2010 through June 29, 2010; and,

14 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
15 enter into an agreement (the “Agreement”), a copy of which is on file with the Clerk of the
16 Board of Supervisors in File No. 101322; which is hereby declared to be a part of this
17 resolution as if set forth fully herein; and,

18 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
19 for one existing position, one Senior Physician Specialist (Job Class 2232) at 1.0 FTE, for 7.6
20 days during the period from May 1, 2010 through June 29, 2010; and,

21 WHEREAS, A request for retroactive approval is being sought because DPH did not
22 receive notification of the contract until August 31, 2010 for a project start date of May 1,
23 2010; and,

24 WHEREAS, The budget includes a provision for indirect costs in the amount of \$727;
25 now, therefore, be it

FILE NO.

RESOLUTION NO.


1 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively
2 in the amount of \$7,993 from UCSF; and, be it

3 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
4 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
5 be it


6 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
7 agreement on behalf of the City; and, be it


8 FURTHER RESOLVED, That the Controller is directed to designate all positions
9 funded under this agreement as "G" or grant-funded positions which would terminate when
10 the agreement expires.

11
12 RECOMMENDED:

13
14 
15 Mitchell Katz, M.D.
16 Director of Health

APPROVED:

17
18 
19 Office of the Mayor

20
21 
22 Office of the Controller
23
24
25

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: PSI/Myanmar Collaborative Impact Study Planning
2. Department: Department of Public Health
AIDS Office
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: 554-9093
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$7,993
- 6a. Matching Funds Required: No
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: Population Services International/Myanmar
b. Grant Pass-Through Agency (if applicable): The Regents of the University of California
8. Proposed Grant Project Summary: To prepare a complete research design and implementation plan for a comprehensive evaluation of the Population Services International (PSI)/Myanmar social marketing and social franchising programs.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: May 1, 2010 End-Date: June 29, 2010
10. Number of new positions created and funded: None
11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: N/A
b. Will contractual services be put out to bid? N/A
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
- 13a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$727 b2. How was the amount calculated? 10% of total modified direct costs
c. If no, why are indirect costs not included? N/A
 Not allowed by granting agency To maximize use of grant funds on direct services

[] Other (please explain):

14. Any other significant grant requirements or comments: DPH respectfully requests for approval to accept and expend these funds retroactive to May 1, 2010 because the Department received the contract on August 31, 2010.


****Disability Access Checklist****

15. This Grant is intended for activities at (check all that apply):

<input checked="" type="checkbox"/> Existing Site(s)	<input type="checkbox"/> Existing Structure(s)	<input type="checkbox"/> Existing Program(s) or Service(s)
<input type="checkbox"/> Rehabilitated Site(s)	<input type="checkbox"/> Rehabilitated Structure(s)	<input checked="" type="checkbox"/> New Program(s) or Service(s)
<input type="checkbox"/> New Site(s)	<input type="checkbox"/> New Structure(s)	

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: 
Jason Hashimoto

Date Reviewed: 9/30/10

Department Approval: 
Mitchell Katz, M.D. Director of Public Health

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

AIDS Office - HIV/AIDS Statistic and Epidemiology Section

PSI/Vyannar Collaborative Impact Study Planning

1 May 2010 - 30 June 2010

Application

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNCG
 Index Code: HCHPDHIVSVGR
 Grant Code: HCAO28
 Grant Detail: 1000

CATEGORY/LINE ITEM	Annual Salary	Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Senior Physician Specialist 2232 5 W McFarland	183,092	49,435	232,527	100.00%	1.00	15,258	0.38	5,722	1,545	7,266	7.6 days during this project period
2. COLA 4%	0	0	0	0%	0.00	0	0	0	0	0	
3. STEP Increases 5%	0	0	0	0%	0.00	0	0	0	0	0	
TOTAL SALARYFRINGE	183,092	49,435	232,527		1.00			5,722	1,545	7,266	

00101 SALARIES
 00103 FRNG BN
 SUB TOTAL

5,722
 1,545
7,266

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPD/HVSVGR
 Grant Code: HCAO28
 Grant Detail: 1000

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV/AIDS Statistic and Epidemiology Section
 PSI/Myanmar Collaborative Impact Study Planning
 1 May 2010 - 30 June 2010
 Application

CATEGORY/LINE ITEM	Annual Salary	27.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
C. TRAVEL											
1. Local Travel (02301)										0	
2. Out-of-Jurisdiction Travel(02101)										0	
Sub Total TRAVEL										0	
D. EQUIPMENT											
1. Computers (06061)										0	
Sub Total EQUIPMENT										0	
E. MATERIALS AND SUPPLIES											
1. Office supplies (04951)										0	
Sub Total SUPPLIES										0	
F. CONTRACTUAL SERVICES (02789)											
1. Contracts										0	
Sub Total CONTRACTS										0	
G. OTHER											
1. Rent support/mtg fac (03011)										0	
2. Telephone/Com (03241)										0	
3. Postage (03561)										0	
4. Delivery/Courier svc (03521)										0	
5. Reproduction/Photocopy										0	
a. Photocopier leasing (03131)										0	
b. Photocopier maint (02931)										0	
c. Repro svc (In House)(03551)										0	
6. Print/Slide svc (Outside)(03552)										0	
7. Subscriptions (03571)										0	
8. Staff training (02201)										0	
9. Interpretation (03599)										0	
10. Membership (02401)										0	
11. MIS Services (ACE)(02789)										0	
12. Computer Maint., etc. (02931)										0	
13. SAS Licensing Fees (05221)										0	
14. NDI Match (03599)										0	
15. Refreshments for Community Meetings (04699)										0	
Sub Total OTHER										0	
TOTAL DIRECT COST										7,266	

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

AIDS Office - HIV/AIDS Statistic and Epidemiology Section

PSI/Myanmar Collaborative Impact Study Planning

1 May 2010 - 30 June 2010

Application

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDH/VS/GR
 Grant Code: HCA028
 Grant Detail: 1000

CATEGORY/LINE ITEM	Annual	27.00%	Total Annual Sal/Frin Bel	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
	Salary	Annual Frin Ben									

BUDGET SUMMARY

FTE = 1.00

A. SALARIES								5,722			
B. MANDATORY FRINGE								1,545			
C. TRAVEL								0			
D. EQUIPMENT								0			
E. MATERIALS AND SUPPLIES								0			
F. CONTRACT / MOU								0			
G. OTHER								0			
DIRECT COSTS								7,266			
H. INDIRECT COST (10% of total modified direct costs)								727			
TOTAL BUDGET								7,993			
AWARD								0			
SURPL/(DEFICIT)								(7,993)			

San Francisco Department of Public Health (SFDPH)
 AIDS Office
 HIV Epidemiology Section
 PSI/Myanmar Collaborative Impact Study Planning

BUDGET JUSTIFICATION
 1 May 2010 – 29 June 2010

A. PERSONNEL
B. MANDATORY FRINGE

1.	1.0	2232 – Sr. Physician Specialist: W. McFarland	
		Salary (7.6 days)	\$5,722
		Mandatory Fringe Benefits (@ 27.0%) = \$1,545	\$7,266

Dr. McFarland will lead planning for the outcome and impact analysis components of the study, including definition of goals, outcomes, data sources, data collection methodologies, study design, and direction to UCSF GHG staff for preparation and drafting of study instruments.

Dr. McFarland will collaborate on all other parts of the overall study design where his expertise is relevant. In addition, Dr. McFarland will attend meetings related to this project in San Francisco and Myanmar.

Total Personnel:	\$7,266
Total Salaries	\$5,722
Total Fringe	\$1,545
TOTAL PERSONNEL:	\$7,266

C. TRAVEL **\$0**

D. EQUIPMENT **\$0**

E. SUPPLIES **\$0**

F. CONTRACTUAL **\$0**

G. OTHER **\$0**

TOTAL DIRECT COSTS **\$7,266**

H. INDIRECT COSTS (10 % of total modified direct costs) **\$727**

TOTAL BUDGET: **\$7,993**

**Agreement between
The Regents of the University of California
And
San Francisco Department of Public Health
RAS Award ID Number: A115100
DPA and Fund Number: 557372-71688**

Agreement Number: 6210sc

This Agreement ("Agreement") is executed by and between The Regents of the University of California, on behalf of its San Francisco campus, a corporation of the State of California ("University") and San Francisco Department of Public Health ("Subcontractor").

WHEREAS, University is the recipient of RAS Award ID Number **A115100** ("Award") from the Population Services International/Myanmar (the "Agency"), for the conduct of a program titled "PSI/Myanmar Collaborative Impact Study Planning" as detailed in the application previously submitted to the Agency; and

WHEREAS it is considered in the best interests of the Agency and University for Subcontractor to participate in this project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, University and Subcontractor agree to a cost-reimbursement agreement under this Award.

Article I – Scope of Work

The Subcontractor shall perform those tasks described in Attachment A, Scope of Work, attached hereto and incorporated by reference.

Article II – Principal Investigators

Dominic D. Montagu, PhD, MPH, MBA is the Principal Investigator designated for University. Any significant changes in the performance of this agreement as outlined in Subcontractor's proposal and Scope of Work require authorization by the University's Principal Investigator. Subcontractor has designated Willi McFarland, MD, PhD as the Project Director who shall be responsible for the technical and administrative conduct of the project covered by this Agreement. In the event that a change in Subcontractor's Project Director is necessary, University must be notified in writing immediately and University has the right to approve any Subcontractor Project Director.

Article III – Term

The term of this Agreement shall begin on **May 1, 2010** ("Commencement Date") and shall not extend beyond **June 30, 2010** ("Termination Date"), unless agreed to in writing by both parties. Subcontractor will submit a continuation application to University in the form and time designated by University if continuation is intended beyond the above referenced termination date.

Article IV – Compensation

For the performance of this Agreement University shall pay Subcontractor the cost thereof determined by University to be allowable in accordance with:

(1) The Budget, attached hereto as Attachment B and incorporated by reference. The total amount available to Subcontractor for the period reflected in Article III is **\$7,993.00**. This amount shall not be exceeded nor shall any portion be carried forward to future years without the University Principal Investigator's written authorization and subsequent formal amendment to this Agreement.

(2) The Agency's policies and the terms and conditions of Award, which are attached to this Agreement as Attachment D and incorporated by reference.

(3) The terms of this Agreement.

Article V – Method of Payment, Financial Report Requirements

Subcontractor shall submit quarterly invoices for the allowable costs incurred in the performance of the work hereunder to University. Subcontractor invoices shall be in the format shown in Attachment C, attached hereto and incorporated by reference. Subcontractor invoices shall be submitted in triplicate and shall reference the assigned Agreement Number and be sent to the attention of:

University of California
Accounting Office - Accounts Payable
Attn: Subcontracts Desk
Box 0812
San Francisco, CA 94143-0812
subcontract@accounting.ucsf.edu

Substantiating documents such as travel receipts, purchase orders, time records, and so forth, shall be retained as provided in Article XVII and the Subcontractor is expected to keep an accurate accounting of all costs incurred in the performance of this Agreement. All costs incurred under this Agreement must be based on actual costs. Final payment will be made only upon receipt of a progress report and a report of expenditures for the budget period as provided in this Agreement.

The final invoice, clearly marked **final**, shall be submitted within forty five (45) days after the term indicated in Article III and shall include only those charges incurred during the referenced term. Funds not expended during this term will revert to University unless prior written approval has been obtained for carry forward. If the final invoice cannot be submitted within such 45-day period, Subcontractor shall notify University's Extramural Funds Section of the Accounting Office in writing within the 45-day period, indicating the reason for the delay; otherwise, funds will not be available to Subcontractor.

Article VI – Rebudgeting of Funds

Subcontractor shall obtain written prior approval from University's Principal Investigator for any increases or decreases to major budget categories by more than 20%.

Article VII – Progress Reporting Requirements

Interim progress reports are required if continuation is intended beyond the Termination Date and shall be submitted to the University within thirty (30) days of the Termination Date of this Agreement. Terminal progress reports must be submitted to University within ninety (90) days after the Termination Date of this Agreement. The report should include a summary statement of progress toward the achievement of the originally stated aims, a list of the positive and negative results which are considered to be significant by the Project Director, and a list of publications resulting from the project with plans (if any) for further publication. All progress reports shall be submitted to University's Principal Investigator.

Article VIII – Publicity and Publication

Neither party will use the name of the other party or its employees in any advertisement, press release, or other publicity without the prior written approval of the other party. Subcontractor understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee. University has the right to acknowledge Subcontractor's participation in and support of the work performed under this Agreement in press releases, scientific publications, and other scientific communications.

Publication of project results shall acknowledge support from the Award made to University from Agency. Four reprints of publications resulting from work performed in whole or part under this Agreement shall be submitted to the University's Principal Investigator.

Article IX – Copyrights

Subcontractor understands that, except as otherwise provided in the conditions of the Award, when publications or similar materials are developed from work supported in whole or in part by this Agreement a

copy of such materials and a royalty-free and other fee-free license to use them for educational and research purposes shall be provided to University. Any such copyrighted or copyrightable materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the University to reproduce, to publish, or otherwise to use them and to authorize others to do so.

Article X – Patents and Inventions

Subcontractor shall promptly and fully disclose in writing to the University any invention that is made with the financial support, in whole or in part, under this Agreement. Subcontractor shall include a transmittal letter report about the invention to University and shall include this Agreement Number along with the transmittal. Title to any such inventions shall be assigned in accordance with U.S. Patent Laws. In the case of patent rights that are jointly owned by the University and Subcontractor, the University and Subcontractor will enter into an interinstitutional agreement specifying which party will be responsible for managing the joint patent rights. No patent or patent application shall be abandoned by the responsible party without first notifying the joint owner and Agency in writing ninety (90) days in advance of abandoning the patent or patent application, and according the joint owner the opportunity to take sole title to the invention and continue to prosecute and/or maintain the patent rights at its own expense. If the joint owner declines to prosecute and/or maintain the patent rights, it will notify the Agency in writing sixty (60) days in advance of abandoning the patent or patent application. Subcontractor agrees to abide by any agreements between the University and the Agency with respect to patent policy.

Article XI – Equipment Accountability

Subcontractor shall utilize sound purchasing and inventory procedures and maintain adequate records to account for the purchase, inventory and disposition of equipment acquired under this Agreement. Title to equipment shall reside with the Subcontractor.

Article XII – Independent Contractor

Subcontractor is deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee between University and Subcontractor or its officers, agents, and employees.

Article XIII – Indemnification

Subcontractor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, employees, or agents.

University shall defend, indemnify, and hold Subcontractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Article XIV – Early Termination

Notwithstanding the provisions of Article III above, either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of such early termination, Subcontractor shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for costs and noncancellable obligations incurred prior to the effective date of such early termination, except in no event shall such reimbursement exceed the amount set forth in Article IV. If the Agreement is terminated early, then Subcontractor shall deliver such information and items completed up to the early termination date to the University, including partially completed plans, drawings, data, documents, surveys, maps, reports and models.

Article XV – Protection of Human Subjects

If research involving human subjects is performed under this Agreement, Subcontractor shall comply with Department of Health and Human Services ("DHHS") policies and regulations on the Protection of Human Subjects (45 CFR 46 as amended). Subcontractor shall provide to University evidence of approval by Subcontractor's Institutional Review Board. Under governing regulations, federal funds administered by DHHS shall not be expended for, and individuals shall not be enrolled in, research involving human subjects, without prior approval by the Office for Human Research Protections ("OHRP") of an assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. This restriction also applies to all performance sites without OHRP-approved assurances, whether domestic or foreign.

Subcontractor shall submit to the University an approved assurance, reviewed and approved by the appropriate Subcontractor Institutional Review Board, that the rights and welfare of any human subjects involved in this project are adequately protected in accordance with DHHS policies and regulations on the Protection of Human Subjects.

Article XVI – Care and Treatment of Laboratory Animals

If research involving animals is performed under this Agreement, Subcontractor shall comply with Public Health Service Policy on Humane Care and Use of Laboratory Animals (as mandated by Public Law 99-158 as amended) and shall follow the guidelines prescribed in the National Academy of Sciences Publication dated July 1996, (revised October 1998), *Guide for the Care and Use of Laboratory Animals*. Evidence of approval by Subcontractor's Institutional Animal Care and Use Committee shall be provided to University.

Article XVII – Audit and Records

A. Financial records, supporting documents and other records pertinent to this Agreement shall be retained by Subcontractor for a period of four (4) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

B. All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement shall be made available to University upon its request and shall be retained by Subcontractor for a period of four (4) years from the termination date of this Agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this Agreement shall be retained until three (3) years after the later of the conclusion of the allegation, investigation, appeal, administrative proceeding, litigation or acceptance by University of a final report pertaining thereto.

C. If any audit report reflects major shortcomings in Subcontractor's internal control systems, University may impose more stringent prior approval requirements for certain types of expenditures and/or rebudgeting and may require detailed supporting documentation for all claims for reimbursement until University is satisfied that necessary corrective action has been, or will be taken.

D. The University, the Agency, and any of their duly authorized representatives shall have access at any reasonable time after prior written notification to pertinent books, documents, papers and records of Subcontractor in order to make audits, examinations, excerpts and transcripts. In the event that any payment made to the Subcontractor is determined on the basis of such audits to be unallowable the Subcontractor shall promptly refund the unallowable amount to University upon demand.

Article XVIII – Civil Rights and Equal Employment Opportunity

Subcontractor agrees to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 11246 and have on file with the DHHS an Assurance of Compliance with the Civil Rights Act of 1964 (Form HHS 441).

Article XIX – Agency Policies

Subcontractor agrees to follow the policies of the Agency as outlined in the terms and conditions of the Award, attached to this Agreement as Attachment D and incorporated by reference. If those policies are in conflict with the terms of this Agreement, the terms of this Agreement take precedence over those policies.

Article XX – Notices

Notices required or permitted under this Agreement shall be effective only if given in writing and delivered by personal service or by registered mail, addressed as follows:

To University: The Regents of the University of California
Office of Research Administration
Attention: Contracts and Grants Officer
University of California
3333 California Street, Suite 315
San Francisco, CA 94143-0962

To Subcontractor: Willi McFarland, MD, PhD
San Francisco Department of Public Health
c/o Sajid Shaikh
1380 Howard Street, 4th Floor
San Francisco, CA 94103

Tel: 415-255-3512
E-Mail: sajid.shaikh@sfggh.org

Article XXI – Governing Law

This Agreement is governed by the laws of the State of California.

Article XXII – Entire Agreement

This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. Subcontractor acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement.

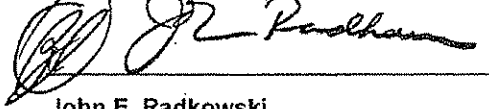
Article XXIII – Signatory

Subcontractor warrants that the signatory has the authority to execute this Agreement on behalf of Subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the month, day and year specified below.

The Regents of the University of California

San Francisco Department of Public Health

By 

By 

John E. Radkowski
Contracts and Grants Officer
Office of Research Administration

Name: Barbara Garcia
Title: Deputy Director of Health

Date 06/27/10

Date 8/31/10

University of California, San Francisco – Global Health Group**Scope of Work:
PSI/Myanmar Collaborative Impact Study Planning****Background**

PSI/Myanmar seeks to undertake an integrated set of studies that will answer questions about the PSI/M program success in reaching targeted populations, the extent to which PSI/M programs have provided additional vs. substitute sources of care for priority illnesses, the impact of PSI/M programs on the health of targeted populations, and the cost-effectiveness of PSI/M programs compared to other ways of providing similar medical services.

PSI/M is considering contracting aspects of this research to UCSF and its collaborators. This contract provides support for UCSF and its collaborators to work with PSI/Myanmar to design, price, and plan for the integrated studies referred to above.

Proposed structure

The UCSF team, led by Professor Dominic Montagu will lead the study planning process. Subcontracts to Drs. David Bishai and Willi McFarland, as well as any associated travel or lodging expenses, will be coordinated by UCSF. Likewise, UCSF will take responsibility for assuring the submission of the deliverables noted below.

Workplan

Two research design meetings will take place as part of this work. The first will be organized at UCSF facilities in San Francisco, CA, and will involve Professor Montagu, Dr. McFarland, Dr. David Bishai (possibly by phone), others from the UCSF team, as well as members of PSI/Myanmar, the PSI/regional research director, and the PSI research director from Washington DC. This meeting will take place on May 3-5, 2010.

The second design meeting will take place in Yangon, Myanmar at the PSI/Myanmar offices and in the field nearby. Dr. McFarland and Dr. Bishai will both travel to Yangon for one week beginning approximately June 5, 2010.

Activities

By the end of the first meeting the team will have agreed upon a series of goals and strategies for moving forward towards the research project, as well as timelines, responsibilities, and next steps.

4/26/10

The UCSF team will develop draft instruments and research protocols during the month of May following the San Francisco meetings.

Together with the PSI/Myanmar team, Drs. McFarland and Bishai will finalize the study design and revise the protocols while in Myanmar in early June.

The UCSF team, together with Drs. McFarland and Bishai, will complete all study protocols, instruments, and necessary support documents, in consultation with PSI/M, and will submit these for IRB review before the end of June.

Deliverables

- A complete study design and architecture.
- Full study instruments, protocols, budgets, workplans, timelines, and agreements on target study outcomes and articles.
- Study submission for Human Subjects Committee (IRB) review with UCSF and if necessary PSI.

Timeline

All deliverables to be submitted by June 30, 2010

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSYGR
 Grant Code:
 Grant Detail:

CATEGORY/LINE ITEM	Annual Salary	27.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Senior Physician Specialist 2232 5 W McFarland	183,092	49,435	232,527	100.00%	1.00	15,258	0.38	5,722	1,545	7,266	7.6 days during this project period
2											
3 COLA 4%	0	0	0	0%	0.00	0	0	0	0	0	
4 STEP Increases 5%	0	0	0	0%	0.00	0	0	0	0	0	

TOTAL SALARYFRINGE 183,092 49,435 232,527 1.00 5,722 1,545 7,266

00101 SALARIES 5,722
 00103 FRING BN 1,545
 SUB TOTAL 7,266

ATTACHMENT B

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV/AIDS Statistic and Epidemiology Section

Myanmar Study Design
 1 May 2010 - 30 June 2010
 Application

Dept/Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPD/HIVSVGR
 Grant Code:
 Grant Detail:

CATEGORY/LINE ITEM	Annual Salary	27.00% Annual Frin Ben	total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
C. TRAVEL											
1. Local Travel (02301)										0	
2. Out-of-Jurisdiction Travel(02401)										0	
Sub Total TRAVEL										0	
D. EQUIPMENT											
1. Computers (06061)										0	
Sub Total EQUIPMENT										0	
E. MATERIALS AND SUPPLIES											
1. Office supplies (04951)										0	
Sub Total SUPPLIES										0	
F. CONTRACTUAL SERVICES (02789)											
1. Contracts										0	
Sub Total CONTRACTS										0	
G. OTHER											
1. Rent support/mtg fac (03011)										0	
2. Telephone/Com (03241)										0	
3. Postage (03561)										0	
4. Delivery/Courier svc (03521)										0	
5. Reproduction/Photocopy										0	
a. Photocopier leasing (03131)										0	
b. Photocopier maint (02931)										0	
c. Repro svc (In House)(03551)										0	
6. Print/Slide svc (Outside)(03552)										0	
7. Subscriptions (03571)										0	
8. Staff training (02201)										0	
9. Interpretation (03599)										0	
10. Membership (02401)										0	
11. MIS Services (ACE)(02789)										0	
12. Computer Maint., etc. (02931)										0	
13. SAS Licensing Fees (05221)										0	
14. NDI Match (03599)										0	
15. Refreshments for Community Meetings (04699)										0	
Sub Total OTHER										0	
TOTAL DIRECT COST										7,266	

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSYGR
 Grant Code:
 Grant Detail:

CATEGORY/LINE ITEM	Annual Salary	27.00% Annual Frin Ben	Total Annual Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
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BUDGET SUMMARY

A. SALARIES					FTE = 1.00					5,722	
B. MANDATORY FRINGE										1,545	
C. TRAVEL										0	
D. EQUIPMENT										0	
E. MATERIALS AND SUPPLIES										0	
F. CONTRACT / MOU										0	
G. OTHER										0	
DIRECT COSTS										7,266	
H. INDIRECT COST (10% of total modified direct costs)										727	
TOTAL BUDGET										7,993	
AWARD										0	
SURPL/(DEFICIT)										(7,993)	

San Francisco Department of Public Health (SFPDH)
 AIDS Office
 HIV/AIDS Statistics & Epidemiology Section

Special Assignment UNICEF

BUDGET JUSTIFICATION

1 May 2010 – 30 June 2010

A. PERSONNEL

B. MANDATORY FRINGE

1.	1.0	2232 – Sr. Physician Specialist: W. McFarland	
		Salary (7.6 days)	\$5,722
		Mandatory Fringe Benefits (@ 27.0%) = \$1,545	\$7,266

Dr. McFarland will lead planning for the outcome and impact analysis components of the study, including definition of goals, outcomes, data sources, data collection methodologies, study design, and direction to UCSF GHG staff for preparation and drafting of study instruments.

Dr. McFarland will collaborate on all other parts of the overall study design where his expertise is relevant. In addition, Dr. McFarland will attend meetings related to this project in San Francisco and Myanmar.

Total Personnel:		\$7,266
Total Salaries		\$5,722
Total Fringe		\$1,545
TOTAL PERSONNEL:		\$7,266
C. TRAVEL		\$0
D. EQUIPMENT		\$0
E. SUPPLIES		\$0
F. CONTRACTUAL		\$0
G. OTHER		\$0
TOTAL DIRECT COSTS		\$7,266
H. INDIRECT COSTS (10 % of total modified direct costs)		\$727
TOTAL BUDGET:		\$7,993

Terms of Reference: Willi McFarland
Preparation of a study design and protocols for PSI/Myanmar

The consultant will work with UCSF Global Health Group (GHG) faculty and staff and an additional expert consultant to prepare a complete research design and implementation plan for a comprehensive evaluation of the PSI/Myanmar social marketing and social franchising programs. The study will be a multifaceted evaluation of the impact of the PSI/Myanmar program, and as such will include some or all of the following components:

- cost-effectiveness evaluations
- analysis of MIS data
- provider interviews and facility surveys
- client exit-interviews
- mystery client and/or clinical vignette studies
- pre-post household surveys

The scope of the study will be developed collaboratively during three days of meetings in San Francisco on May 3-5, 2010, and the study design finalized during the week of June 5-12, 2010 in Myanmar. The design of survey instruments and study protocols will be started in May and finalized by June 30, 2010.

Role of the consultant

The consultant will lead planning for the outcome and impact analysis components of the study, including definition of goals, outcomes, data sources, data collection methodologies, study design, and direction to UCSF GHG staff for preparation and drafting of study instruments.

The consultant will collaborate on all other parts of the overall study design where his expertise is relevant.

Specific Activities

- Participation, in person or by phone, in as much of the May 3-5 meetings as possible.
- Finalization of goal definition and study design for the above-noted components of the overall study, following the May 3-5 meeting.
- Collaboration with the UCSF GHG support team during the second half of May to develop draft study protocols and instruments.
- Refinement of the study design and finalization of the study protocol and instrument during the one-week Myanmar trip at the start of June.

Deliverables

Final protocol, design, and instruments for the components of the study noted above, drafted and ready for submission for IRB approval, by June 30, 2010.

Compensation

The Consultant will be remunerated for 7.6 days' time through a subcontract with the San Francisco Department of Public Health, totaling approximately \$8,000, to attend the June meeting in Myanmar. Travel expenses will be paid directly by the funder (economy class airfare, lodging, meals, local transportation). This assignment will be funded through a contract between UCSF and PSI/Myanmar.

INVOICE

ATTACHMENT C

The Regents of the University of California
 Accounting Office, Box 0812
 San Francisco, CA 94143
 Attn: Accounts Payable/Subcontracts Desk

Sub Contractor's Name _____
 Sub Contractor's Address _____
 Contact Person _____
 Telephone # _____

Sub Contract No: _____
 Invoice No: _____
 Period Covered: _____
 Date of Invoice: Yes _____ No _____
 Final: _____

Wire Transfer To: _____

ITEM	BUDGET	CURRENT EXPENSE	CUMULATIVE EXPENSES TO DATE	UNRENDERED BALANCE
<u>Personnel Costs</u>				
Salaries				
Benefits				
TOTAL PERSONNEL				
<u>Operating Costs</u>				
Consultants				
Equipment				
Supplies				
Travel				
Patient Care				
Alterations/Renovations				
Consortium/Contractual				
Other Expenses				
TOTAL OPERATING				
TOTAL DIRECT COSTS				
Indirect @ _____ %				
Base : Personnel, TDC, MTDC				
Other (Circle one)				
TOTAL COSTS				
PROGRAM INCOME*				
TOTAL NET COST				

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the contract.

Form may be obtained electronically by sending E-mail request to: lsuzara@accounting.ucsf.edu or: jentuk@accounting.ucsf.edu

Date _____ Signature & Title _____

PROGRAM INCOME IS ENTERED AS ACREDIT TO OFFSET TOTAL COST

Revised 11/02

ATTACHMENT D

AGREEMENT

This Agreement is entered into as of April 1, 2010, between Population Services International/ Myanmar located at No. 18 West Shwe Gone Dine 4th Street, Bahan Township, Yangon, Myanmar ("PSI/Myanmar"), and The Regents of The University of California, on behalf of its San Francisco Campus, at 3333 California Street, Suite 315 San Francisco, CA 94118 ("UCSF") (together, the "Parties").

PREAMBLE

PSI/Myanmar wishes to engage UCSF, and UCSF agrees to be engaged by PSI/Myanmar, to perform the services identified in the Section 1 ("Scope of Work") of this Agreement.

The Parties have determined that UCSF will perform those services as an independent contractor, and not as an employee, in that the services to be provided require UCSF to exercise their independent judgment as to the time, place, manner and method of performance to accomplish the objectives desired by PSI/Myanmar.

The Parties agree as follows:

1. Scope of Work

The scope of work and deliverables schedule is attached in Appendix 1.

2. Term

The Term of this Agreement will be from 1st May 2010 to 30th June 2010, unless extended by agreement of the Parties.

PSI/Myanmar will not be obligated to pay UCSF for any work performed or expenses incurred outside of the Term.

3. Deliverable and Compensation

For services performed under this Agreement during the Term, UCSF will be paid a total compensation of USD \$33,371 (United States Dollars: Thirty Three Thousand Three Hundred and Seventy One Only) as per the budget attached in Appendix 2 in the following schedules:

- o 50% up front fee, USD \$16,865 (United States Dollars: Sixteen Thousand Eight Hundred and Sixty Five), upon signing of the Agreement by both parties; and
- o Remaining balance of 50%, USD \$16,866 (United States Dollars: Sixteen Thousand Eight Hundred and Sixty Six Only) upon acceptance of final report by PSI / Myanmar and subsequent submission of the invoice for deliverables completed and agreed.

4. Amount of Services

UCSF will make itself available to perform services for PSI/Myanmar as set out in the Scope of Work.

5. Payment

(a) Invoices: Payment to UCSF, as stated in Section 3 "Deliverable and Compensation" will be based on an invoice submitted to John D. Hetherington, PSI/Myanmar, containing a statement of the services performed and the expenses incurred. All expense claims will be supported with original receipts attached to the invoice.

Population Services International/Myanmar

(b) Manner: Payment under the Agreement will be made by telegraph transfer to the overseas bank account of UCSF (Banking details to be provided to PSI/Myanmar).

(c) Schedule: Payment will be made within 30 business days upon receipt and acceptance of the invoice and completion of required deliverables.

6. Independent Contractor

(a) UCSF acknowledges that they are independent contractor who is not an employee or agent of PSI/Myanmar, and that it has no authority, expressed or implied, to assume or create any obligations on behalf of PSI/Myanmar. UCSF accepts full and exclusive liability for the payment of taxes and contributions as required by applicable laws, rules and regulations of any states or localities thereof, and those of the other countries in which services are performed by UCSF employees. PSI/Myanmar will not withhold any taxes from the fees paid to UCSF under this Agreement.

(b) UCSF assumes full and sole responsibility for any health, travel, medical evacuation, disability, life and other insurance coverage. UCSF understands and acknowledges that PSI will not provide any insurance, benefits, or allowances to or for the UCSF.

(c) UCSF personnel, shall at all times be under UCSF's sole supervision, direction and control, and shall not deem to be PSI personnel for any purpose. UCSF is solely responsible for payment of all wages, salaries, and other amounts due or to become due to such personnel in connection with this Agreement and for all reports and obligations to social security, income tax withholding, unemployment compensation, worker's compensation, and the like. UCSF shall indemnify and hold PSI harmless against any claim or liability (including, without limitation, fines, penalties and reasonable attorney's and expert consultant fees and costs) resulting from UCSF's failure to comply with the provisions of this Section.

7. Intellectual Property

Any intellectual property (including, but not limited to, patents, trademarks, brand names and copyrights, franchise rights, rights to data, and other rights) owned by a Party prior to the effective date and use in the implementation of activities governed by this Agreement, or developed by a Party pursuant to an activity not governed by this Agreement will remain the sole property of that Party. For any intellectual property as described above created or developed subsequent to such date under this Agreement,

In the case of any inventions, the inventing Party shall promptly and fully disclose in writing to the other Party any invention that is made under this Agreement. Inventing Party shall include a transmittal letter report about the invention to the other Party and shall include this Agreement Number along with the transmittal. Title to any such inventions shall be assigned in accordance with U.S. Patent Laws. In the case of patent rights that are jointly owned by the, PSI/Myanmar and UCSF will enter into an interinstitutional agreement specifying which party will be responsible for managing the joint patent rights: No patent or patent application shall be abandoned by the responsible party without first notifying the joint owner in writing ninety (90) days in advance of abandoning the patent or patent application, and according the joint owner the opportunity to take sole title to the invention and continue to prosecute and/or maintain the patent rights at its own expense. If the joint owner declines to prosecute and/or maintain the patent rights, it will notify the other Party in writing sixty (60) days in advance of abandoning the patent or patent application. UCSF shall grant PSI a non-exclusive, royalty free license to use for internal research purposes to use to patent rights conceived and reduced to practice in performance of this project.

8. Publication

The Parties intend to jointly publish or present the results of the project.

As an academic institution UCSF is required to maintain the ability to independently publish its own results.

Population Services International/Myanmar



Either Party, consistent with academic standards, may publish or present the results of the Project, provided such publication or presentation does not disclose the other Party's Confidential Information. The Parties agree that any publication or presentation of data shall appropriately cite the contributions of both Parties, using customary standards of scientific attribution.

Each Party shall provide the other Party with such publication or presentation sixty (60) days prior to planned submission for presentation or publication in order for the other Party to, agree on authorship and to permit protection of any Confidential Information and/or patent rights. Neither Party will use the name of the other Party or its employees in any advertisement, press release, or other publicity without prior written approval of the other Party. PSI/Myanmar understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee.

Both Parties will work to develop a comprehensive dissemination plan for all materials produced under this Agreement. Once agreed upon that dissemination plan will be added as an appendix and incorporated as a binding part of this Agreement via amendment.

9. Confidentiality

"Confidential Information" shall mean proprietary and confidential information communicated by one party to the other in writing, marked as "Confidential" or, in the case of oral disclosures, identified at the time of such oral disclosure as confidential, and reduced to writing and identified as "Confidential" within thirty (30) days of disclosure. The receiving party shall use reasonable efforts not to disclose the disclosing party's Confidential Information to anyone except those working directly on this Project. The receiving party will use the Confidential Information only in the conduct of the Project. The obligations of confidentiality set forth herein shall remain in effect for a period of five (5) years from the Effective Date. The receiving party shall have no obligations under this paragraph with respect to information which:

- a. was known to it prior to receipt hereunder, as demonstrated by written records;
- b. at the time of disclosure was generally available to public, or which after disclosure becomes generally available to the public through no fault attributable to receiving party;
- c. is hereafter made available to receiving party for use or disclosure by disclosing party from any third party having a right to do so;
- d. is required to be disclosed by law, governmental rule or regulation or order of a court with competent jurisdiction; or
- e. is independently developed by receiving party without reference to the Confidential Information.

This section is not intended to limit the publication rights of either party.


10. Liability

UCSF will not be liable to PSI/Myanmar, or anyone who may claim any right due to any relationship with PSI/Myanmar, for any acts or omissions in the performance of services under this Agreement except where such acts or omissions are due to the negligence, or the willful or intentional misconduct of UCSF. PSI/Myanmar will hold UCSF harmless for any obligations, costs, claims, judgments, attorneys' fees and expenses arising from the services performed by UCSF under this Agreement, except when the same are due to the negligence, or the willful or intentional misconduct of UCSF.

11. Termination

(a) This Agreement may be terminated by either Party at any time prior to the scheduled expiration date without cause by thirty (30) days written notice. In the event of such termination, PSI/Myanmar will pay UCSF for the actual number of days worked prior to the effective date of

Population Services International/Myanmar



termination. In addition, PSI/Myanmar will reimburse UCSF for any days for final report preparation, all as specified in the notice of termination.

(b) This Agreement may be terminated by PSI/Myanmar at any time prior to the scheduled expiration date of this Agreement by written notice to UCSF in the event that UCSF materially fails to comply with any covenant contained in this Agreement. In the event of such termination, PSI/Myanmar will determine the extent to which UCSF has satisfactorily delivered services prior to the effective date of termination and will determine the extent to which fees, if any, are payable to UCSF for the services performed.

12. Disputes

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction in accordance with the rules of the American Arbitration Association.

If a judicial proceeding is brought by either Party to resolve a dispute that is subject to arbitration hereunder, or to challenge an arbitral award rendered hereunder, the defendant in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees. If a Party fails to comply with an arbitral award rendered hereunder, and the other Party seeks enforcement of the award in court, the plaintiff in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees.

13. Notices

Except as otherwise specifically provided herein, any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing, and will be deemed duly given or sent when delivered to such Party at the following address:

PSI/Myanmar
Population Services International/Myanmar
No. 16 West Shwe Gone Dine 4th Street
Bahan Township, Yangon, Myanmar
Attn: Country Director
Telephone: 95-1-375855, 375856
Telefax: 95-1-527668
E-mail: lhetherington@psimyanmar.org

UCSF
University of California, San Francisco
3333 California Street, Suite 315
San Francisco, CA 94143-0962
Attn: Contracts and Grants Officer
Telephone: 415-353-4441
Telefax: 415-476-8158
E-mail: CGAwardTeam@ucsf.edu

Other addresses may be substituted for the above upon the giving of written notice to the other Party.

14. Assignment

Neither this Agreement nor any of the duties and obligations under this Agreement may be assigned or subcontracted by UCSF without the prior written consent of PSI/Myanmar.

15. Amendment

This Agreement may be amended only by a written instrument signed by the duly authorized representatives of both Parties.

16. Funding Agency Requirement

UCSF has been selected to participate in this Project at the discretion of PSI/Myanmar and UCSF may not make any statement or otherwise imply to the media, the general public or any other donor or investor that UCSF, its operations, or its participation in this Project is supported by any organization other than PSI/Myanmar, unless UCSF has directly received funds from the other organization.

Population Services International/Myanmar

17. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

18. Force Majeure

Any delay or failure of UCSF of its required obligations shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, unusually severe weather, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of UCSF, provided that prompt written notice of such delay or suspension is given by UCSF to PSI. Upon receipt of said notice, the time of performing shall be extended for a reasonable period of time necessary to overcome the effect of such delays.

19. Governing Law & Language

The governing language of this Agreement and all communications relating to it shall be English. The governing law shall be the laws of the United States of America.

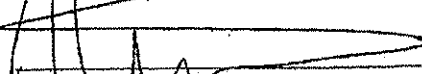
20. Entire Agreement

This Agreement, the attached Schedules, and the task orders issued by PSI/Myanmar and accepted by UCSF, constitute the entire agreement of the Parties with respect to the performance of services by UCSF for PSI/Myanmar, and supersede all other agreements and understandings, whether oral or written.


IN WITNESS WHEREOF PSI/Myanmar and UCSF have each caused this Agreement to be executed on their behalf, as of the date first written above.

Population Services International/ Myanmar
John D. Hetherington, Country Representative

The Regents of The University of California
Michael Spears, Contracts & Grants Officer



Signature



Signature

23/6/10

Date

JUN 17 2010

Date