

PROGRAM SPECIFIC PROVISIONS

- I. The applicant agrees to adhere to applicable Federal, state and local standards and laws for the construction and renovation of research facilities.
- II. Section 12 RECORDS RETENTION REQUIREMENTS of the Standard General Terms and Conditions (Rev. 2/21) is hereby deleted in its entirety and replaced with the following:

RECORD RETENTION REQUIREMENTS

All records kept pursuant to Paragraph 11 shall be retained pursuant to the provisions of this Paragraph 12.

- A. The Contractor shall preserve and make available all books, records, and documents related to this Grant Agreement for a minimum of four years from the termination date of this Agreement; or as required by applicable Federal laws and regulations, whichever is longer. The Contractor shall provide Federal and state agencies or their designee access to such books, records and documents for inspection, audit or reproduction. and for such period, if any, as is required by applicable statute, by any other paragraph of this Agreement, or by sub-paragraphs 1 or 2 below.
 - 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final payment.
 - 2. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been disposed of or until all findings, questioned costs or activities have been resolved to the satisfaction of the Commonwealth.
 - B. Except for the records described in sub-paragraph A.2 above, the Contractor may, in fulfillment of its obligation to retain its records as required by this paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Department, with the concurrence of the auditors.
- III. Section 15 PROGRAM CHANGES of the Standard General Terms and Conditions (Rev. 2/21) is hereby deleted in its entirety and replaced with the following:

PROGRAM CHANGES

The Project Officer may, by written order, make changes to the Grant Agreement provided such changes are consistent with the research priorities and that the requirements for human subjects protections recombinant or synthetic nucleic acid molecules (r/sNA) research and vertebrate laboratory animals are met and provided further that the total cost of this Agreement is not exceeded. Research involving human subjects, laboratory animals and recombinant or synthetic nucleic acid molecules (r/sNA) must be reviewed and approved by the applicant's appropriate institutional review board prior to the initiation of the research and use of Grant funds to pay for any research expenses. If the change to the Grant Agreement involves human subjects, the Application to the Pennsylvania Department of Health Institutional Review Board and documentation of IRB exemption or approval must be submitted to the DOH IRB prior to initiation of the research. The Project Officer, PA DOH IRB and the Grantee shall mutually determine whether the ordered changes can be accomplished within the total Grant cost and the extent of change, if any in the delivery schedules required by the ordered changes.

- IV. Section 17 KEY PERSONNEL of the Standard General Terms and Conditions (Rev. 2/21) is hereby deleted in its entirety.
- V. Section 18 INSPECTION AND ACCEPTANCE of the Standard General Terms and Conditions (Rev. 2/21) is hereby deleted in its entirety.
- VI. Section 20 OWNERSHIP RIGHTS of the Standard General Terms and Conditions (Rev. 2/21) is hereby deleted in its entirety and replaced with the following:

DATA, COPYRIGHTS and DISCLOSURE

The Commonwealth of Pennsylvania shall have a royalty-free, non-exclusive, irrevocable license to use any patented or copyrighted invention developed with direct funding support from this Grant, for non-commercial, public health practice or research conducted by the Department directly, or through a contractor on its behalf. Except in accordance with the foregoing, this right shall not be sublicensable or transferable. The terms contained in this paragraph shall take precedence over any provision to the contrary appearing elsewhere in this Agreement.

All notices, publications, informational pamphlets, press releases, research reports and similar public notices prepared and released by the Contractor, shall include the statement, "This project is funded, in part, under a Grant with the Pennsylvania Department of Health. The Department specifically disclaims responsibility for any analyses, interpretations or conclusions."

- VII. Section 24 COLLECTION OR RECORDING OF INFORMATION of the Standard General Terms and Conditions (Rev. 2/21) is hereby deleted in its entirety.
- VIII. Section 37 DISPOSITION OF EQUIPMENT AND OTHER MATERIAL paragraphs B through G of the Standard General Terms and Conditions (Rev. 2/21) is hereby deleted in its entirety.
- IX. ADDITIONAL AUDIT REQUIREMENTS

This Agreement is subject to audit in accordance with the Audit Requirements (Rev. 8/18) incorporated by reference in this Agreement. The following terms supplement the audit requirements previously referenced. However, where there may be a conflict between the terms referenced below and the previously mentioned audit requirements, the terms referenced below will take precedence in such instances.

Audit periods shall coincide with state fiscal years but shall not be less than six months or greater than 18 months. Specifically, the contractor shall have an audit performed when it expends \$500,000 or more of state funds received under this contract within the 13-month period immediately following the effective date of the contract or when it expends \$500,000 or more of state funds received under this contract within any successive 12-month period thereafter, unless notified in writing by the Department prior to the termination of the applicable audit period that the audit requirement has been waived. If the contract or any successive period is for a period of less than 12 months, but the contract amount expended by the contractor during said period includes \$500,000 or more of state funds, the contractor is also required to have an audit performed for the entire contract or successive period, unless notified in writing by the Department prior to the termination of the applicable audit period that the audit requirement has been waived.

Contractor must submit a program-specific audit in accordance with the provisions of Department's audit requirements referenced above.

The audit report must be completed and submitted within 180 calendar days of the termination date of the Grant Agreement or 180 calendar days following the end of each 12-month period (or fraction thereof) in case of a contract lasting more than 12 months. There will be no exceptions to the 180 calendar days. The contractor shall submit electronic copies of the audit report to the Department as follows:

Submit one electronic copy to:	Submit one electronic copy to:
Audit Resolution Section	Health Research Office
Email: ra-dhprogramaudit@pa.gov	Email : ra-healthresearch@pa.gov

X. PENALTY FOR VIOLATING THE GRANT AGREEMENT TERMS

The Department shall have the right to terminate and require repayment of the Grant funds if the research conducted by Grantee and funded by this Grant Agreement does not conform to Federal ethical standards in accordance with the Memorandum of Understanding (MOU) Regarding Ethical Standards or research that is not within the scope of research described in the strategic research plans that have been approved in writing in advance by the Department Project Officer prior to the initiation of the research or for violations of the terms and conditions of the Nondiscrimination/Sexual Harassment Clause or Contractor Integrity Provisions as specified in the Standard General Terms and Conditions (Rev. 2/21).

XI. PENALTY FOR VIOLATING REPORTING REQUIREMENTS

If the Grantee fails to submit to the Department an Annual Progress Report in the required format within 30 calendar days after its due date, or a Final Progress Report in the required format within 30 calendar days after its due date, or the Grantee fails to submit a corrected Annual or Final Progress Report in the required format within 30 calendar days of a request by the Department, the Grant may receive an unfavorable final performance review rating. For Grants consisting of more than one project, each project for which the final progress report is not submitted in the required format within 30 calendar days after its due date may receive an unfavorable final performance review rating. Two consecutive overall Grant-level unfavorable performance review ratings will make the Grantee ineligible to apply for Non-formula funds and will result in a reduction in Formula funds in the next funding cycle.

If the Grantee fails to submit a response to the Final Performance Review Report within 60 calendar days after its due date, the Department may post the Final Performance Review Report on the CURE website with a notice that the Grantee failed to submit a response to the final performance review.

XII. LIQUIDATED DAMAGES

The Grantee acknowledges that failure to submit expenditure reports, audit reports or unspent funds including interest by the due date(s) shall constitute a material breach of the Grant Agreement. Such material breach may subject the Grantee to liquidated damages in the amount of up to \$100 per day until the outstanding report or repayment of unspent funds is submitted to the Department. Future Health Research Formula Grant awards may be offset by damages owed as a result of material breaches in prior Health Research Formula Grants.