

CONTRACT

Between

**Interstate Shellfish Sanitation Conference
and
University of New Hampshire Department of Natural Resources and the Environment**

This Contract shall be effective from September 7, 2018, to September 30, 2019, between the Interstate Shellfish Sanitation Conference, (hereinafter referred to as ISSC) and University of New Hampshire Department of Natural Resources and the Environment (hereinafter referred to as the Contractor).

The parties to this Contract agree as follows:

I. SCOPE OF WORK

The University of New Hampshire (UNH) and the States of Massachusetts and Connecticut will collaborate to conduct field trials in three Northeast states: Massachusetts (MA) and Connecticut (CT) where *Vp* outbreaks have occurred and *Vp* Control Plans are enforced, and in New Hampshire (NH) where no outbreaks have occurred though there is a recommended *Vp* Control Plan. The effectiveness of the key harvest and handling practices will be evaluated by showing significant reduction or elimination of actual risk (pathogenic *Vp*). Newly developed methods for detection of pathogenic *Vp* strains will be used, in concert with standard detection methods for total *Vp* to discern what conditions may differentially drive an increase in pathogenic *Vp* incidence and whether, or not, total *Vp* or hemolysin markers are useful for estimating for *Vp* risk. The results will be used to determine risk indicators for *Vp* in oysters in the Northeast US. Project deliverables will include a summary of study results and accomplishments as outlines in the attached project proposal.

II. TIME OF PERFORMANCE

This Contract shall be effective from September 7, 2018 and reported on by September 30, 2019. A final report shall be submitted within thirty (30) days of the end of the contract period.

III. COMPENSATION

The total amount of the contract shall be Seventy Six Thousand Nine Hundred Ninety Seven and no/100 (\$76,997) Dollars.

IV. METHOD OF PAYMENT

The initial payment shall be for one-half of the contractual amount payable upon execution of contract. The balance is payable upon completion of the contract and the submission of an acceptable final report.

V. TERMS AND CONDITIONS

- A. The Contractor shall agree to make positive efforts to utilize the services and products of small and minority owned businesses and individuals where applicable.
- B. Any changes to this Contract, which are mutually agreed upon between ISSC and the Contractor shall be incorporated in written amendments to this Contract.
- C. The Contractor shall maintain and retain all records and other documents relating to this Contract for a period of twenty-four (24) months from the date of final payment under the Contract, and shall make the documents available for inspection and audit by authorized ISSC and Federal officials.
- D. No person shall be excluded from participation, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Contract on the grounds of race, color, sex, religion or national origin.
- E. All project deliverables included in the University of New Hampshire Department of Natural Resources and the Environment proposal (attached) shall be completed. In the event that deliverables are not fully rendered as provided for in the Contract, payment will not be made for deliverables not received, payment will be made for all deliverables received.
- F. The contractor will submit a progress report no later than March 31, 2019. This progress report shall be a summary of activities completed (a brief summary of no more than two (2) pages).
- G. Notwithstanding any other provisions of the Contract, the parties hereto agree that the charges to ISSC by the Contractor are payable from federal grant monies. In the event sufficient grant monies are not made available to ISSC to pay the charges hereunder, this contract shall terminate. In such event, the ISSC shall certify to the Contractor the fact that sufficient funds are not available to ISSC to meet the obligations of the Contract and such written certification shall be conclusive upon the parties. Contractor shall be paid for all costs and non-cancelable commitments incurred up to the effective date of termination.
- H. The Contractor certifies that he/she shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Contract. This certification also applies to any individual employed by the Contractor.
- I. The performance of work under this contract may be terminated by the Executive Director, ISSC, in accordance with this clause whenever he shall determine that such termination is in the best interest of the ISSC. The ISSC shall pay all reasonable

costs associated with this Contract that the Contractor has incurred up to the date of termination of the contract. 30 day advance notice of the Contract termination will be provided by the Executive Director, ISSC. Either party may terminate this Contract by giving written notice at least 30 days prior to the effective date of such termination.

- J. UNH shall submit deliverables to Sponsor as described in attached proposal. UNH shall be free to publish or otherwise disseminate the results of the project after providing the ISSC with a thirty (30) day period in which to review each manuscript or other public disclosure to identify patentable subject matter and to identify any inadvertent disclosure of the ISSC's Proprietary Information. If necessary to permit the preparation and filing of U.S. patent applications, UNH may, in its sole discretion, agree to an additional review period not to exceed sixty (60) days.

The parties to this Agreement do not anticipate that any intellectual property (e.g., inventions or copyrights) shall be created in the performance of the Project; however, in the unlikely event that intellectual property is created, it shall vest in the creator or their employer, as appropriate, and no rights to such intellectual property are transferred under this Agreement. In addition, no rights to any pre-existing intellectual property that shall be the subject or focus of the Project are transferred under this Agreement.

- VI. The Contractor shall deliver to the ISSC, on or before the final date of this Contract, one electronic copy (Microsoft Word) and three hard copies of the final report.

The parties to this Contract hereby agree to any and all provisions as stipulated above.

AS TO ISSC

AS TO THE CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

WITNESSES:

WITNESSES:

MAILING ADDRESS:

209-1 Dawson Road
Columbia, SC 29223-1740

MAILING ADDRESS:

EMPLOYER ID#:

52-1656630

EMPLOYER ID#:
