

# CONTRACT

Between

**Interstate Shellfish Sanitation Conference  
and  
Auburn University**

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 Auburn University (hereinafter referred to as the Contractor).

The parties to this Contract agree as follows:

## I. SCOPE OF WORK

Auburn University (AU) will assess the variation amongst different sites on the re-submergence time required to reduce the risks associated with *V. vulnificus* (*Vv*), total and pathogenic *Vibrio parahaemolyticus* (*Vp*) through routine handling on commercial oyster farms. Specifically, the objective is to test the hypothesis that there are significant differences amongst the tested sites by comparing 1) the levels of *Vv*, total, and pathogenic *Vp* following routine handling treatments and 2) the re-submersion periods required for farm-raised oysters to recover to ambient *Vibrio* levels after handling. Using standard microbiological techniques, the study will determine the abundances of and *Vv*, total, and pathogenic *Vp* in farm-raised oysters following routine handling treatments and the time required to recover to ambient *Vibrio* levels and test for differences amongst sites. These data will provide a critical assessment to public health officials, industry members and researchers of how representative any given site is of a waterbody (e.g., Mississippi Sound), a state (e.g., Alabama), and/or a region (the central northern Gulf of Mexico).

## 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 Sixty Nine Thousand Six Hundred Fifty Two and no/100 (\$69,652.00) Dollars.

## IV. METHOD OF PAYMENT

The initial payment shall be for one-half of the contractual amount. 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 Auburn University proposal (attached) shall be completed. In the event all deliverables are not fully rendered as provided for in the Contract, any monies which have been paid by the agency under the Contract must be refunded to ISSC.
- F. The contractor will submit a progress report no later than March 31, 2018. 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 without further obligation of ISSC. 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.
- 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. Two (2) weeks 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 14 days prior to the effective date of such termination.

- J. All rights and title to Intellectual Property developed solely by Auburn employees under this Agreement shall belong to Auburn. All rights and title to Intellectual Property developed solely by Sponsor employees under this Agreement shall belong to Sponsor.

All rights and title to Intellectual Property developed jointly by one or more Auburn employees and one or more Sponsor employees under this Agreement shall be jointly owned. It is understood by the parties that jointly developed Intellectual Property as contemplated in this Agreement includes any and all such Intellectual Property for which creation, conception and/or reduction to practice have been accomplished by joint efforts of employees of both Sponsor and Auburn in the course of performance under this Agreement.

To the extent not prohibited by other obligations, Auburn hereby grants Sponsor an option to negotiate an exclusive, worldwide, royalty-bearing license, or a non-exclusive, royalty-bearing license for a specific field of use, under Auburn's Intellectual Property rights arising from this research which were made solely by Auburn or jointly by Auburn and Sponsor, as well as to any related unobligated background intellectual property necessary for the Sponsor to practice the Intellectual Property developed under this Agreement. Sponsor's option shall extend for a period not to exceed six (6) months after the expiration or termination of this Agreement. Patent preparation, filing, and prosecution during the option period, if any, shall be at Sponsor's expense. If Sponsor wishes to exercise its option hereunder, it shall so notify Auburn within the option period, and both parties shall negotiate in good faith the terms of the license within sixty (60) days following Sponsor's exercise of its option, such period to be extended upon mutual written agreement of the parties. If Auburn and Sponsor cannot agree upon the terms of the license within ninety (90) days thereafter, Auburn shall be free to license the Intellectual Property to any third party without further obligation to Sponsor.

Auburn grants Sponsor an irrevocable, royalty-free, non-transferable, non-exclusive license to use, display, distribute, and perform all registered copyrights and copyrightable material, including software, first produced or composed in the performance of this research for Sponsor's non-commercial purposes.

- 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:

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MAILING ADDRESS:

209-1 Dawson Road  
Columbia, SC 29223-1740

MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

EMPLOYER ID#:

52-1656630

EMPLOYER ID#:

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