

CONTRACT

Between

**Interstate Shellfish Sanitation Conference
and
University of North Carolina**

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 the University of North Carolina (hereinafter referred to as the Contractor).

The parties to this Contract agree as follows:

I. SCOPE OF WORK

University of North Carolina (UNC) will specifically craft a monitoring program that targets environmental anomalies and extreme weather events and determine their collective effects on Vp abundance in shellfish. With the assistance of the North Carolina Division of Marine Fisheries, UNC will conduct regular monthly sampling that includes water and oysters before, during, and after anomalous events. The additional data from the atmospheric, environmental, or biotic anomalies will form a more robust data set and will improve upon existing predictive models of VP risk.

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 Thirty Five Thousand Four Hundred Twenty Four and no/100 (\$35,424.00) 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 University of North Carolina 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, 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 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 records, documents, and reports developed in the performance of this contract shall be the property of the contractor and made available to the ISSC for its use. To the extent that it has the legal right to do so, the contractor shall, upon request of

ISSC, grant ISSC an option to acquire a royalty free non-exclusive license to any invention developed by the University under terms to be negotiated in good faith. The sponsor shall have (60) days from the receipt of the University's invention disclosure to exercise its option.

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

MAILING ADDRESS:

Columbia, SC 29223-1740

EMPLOYER ID#:

52-1656630

EMPLOYER ID#:
