



QUILMES, 20 AGO 2009

VISTO, el Expediente N° 827-0846/09 y

**CONSIDERANDO:**

Que por el citado Expediente se tramita la suscripción de un Sub Contrato entre la Universidad de Washington y la Universidad Nacional de Quilmes, con el fin de ejecutar el trabajo denominado "Communication in the Mammalian Circadian Clock: The Role of Nitric Oxide".

El acuerdo tiene por objeto colaborar en el proyecto destinado a la determinación de los mecanismos para la comunicación intercelular e interregional en el SCN, el sitio de un reloj biológico maestro en mamíferos.

Que la Secretaría de Investigación y Transferencia, a través de la Dirección Administrativa de Fondos para la Investigación, administrará los fondos destinados a la ejecución del trabajo antes mencionado.

Que la Dirección de Dictámenes, dependiente de la Subsecretaría Legal y Técnica, ha tomado la intervención que corresponde.

Que la presente se dicta en virtud de las atribuciones conferidas al Rector por el Artículo 72° del Estatuto Universitario.

Por ello,

**EL RECTOR DE LA UNIVERSIDAD NACIONAL DE QUILMES**

**RESUELVE:**

ARTICULO 1º: Aprobar la firma del Sub Contrato a celebrarse entre la Universidad de Washington y la Universidad Nacional de Quilmes, con el fin de ejecutar el trabajo denominado "Communication in the Mammalian Circadian Clock: The Role of Nitric Oxide".

ARTICULO 2º: Delegar en la Secretaría de Investigación y Transferencia de esta Universidad la administración de los fondos provenientes de Universidad de Washington para la ejecución del trabajo mencionado en el ARTÍCULO 1º.

ARTICULO 3º: Regístrese, practíquese las comunicaciones de estilo y archívese.

RESOLUCIÓN (R) N°: 00668

Mg. Alfredo Alfonso  
Secretario General  
UNIVERSIDAD NACIONAL DE QUILMES

Gustavo Eduardo Lugones  
Rector  
Universidad Nacional de Quilmes

Rev'd (E) 668/09

No. 646919

**UNIVERSITY OF WASHINGTON**  
SEATTLE, WASHINGTON 98195  
UNITED STATES OF AMERICA

This Agreement (hereinafter "Subcontract") made this 17<sup>th</sup> day of June, 2009 by and between the University of Washington, Seattle, Washington 98195, an agency of the State of Washington, USA (hereinafter "University") and Universidad Nacional de Quilmes, R.S. Pefia 180-(B1876BXD) Bernal, Buenos Aires, Argentina (hereinafter "Contractor") Witnesseth:

Whereas the University has been awarded a NIH Grant No. 1 R03 TW008037-01A1, CFDA No. 93.989, therefore, in consideration of the mutual premises hereinafter contained, the parties agree that this Subcontract will be performed in accordance with the following conditions:

**GENERAL CONDITIONS**

I. SCOPE OF WORK

Accomplishment of the work entitled "Communication in the Mammalian Circadian Clock: The Role of Nitric Oxide " is described in Exhibit A attached hereto and by reference incorporated herein.

II. PERFORMANCE PERIOD

The performance period of the Subcontract will extend from the effective date February 1, 2009, through December 31, 2009, unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date.

III. ESTIMATED COST AND EXPENDITURE LIMITATION

The University will reimburse the Contractor for actual expenses incurred under the Subcontract but not to exceed \$7,344 (US dollars) unless amended by written mutual agreement.

IV. ALLOWABLE COST AND PAYMENT

A. The University will reimburse the Contractor for direct costs and indirect costs (if applicable) incurred in the performance of this Subcontract, provided that:

1. The total of such costs does not exceed the estimated cost as provided in Article III herein;
2. Such costs were allowable by terms of this Subcontract;

3. Such costs are incurred in accordance with Contractor's established policy and procedure; and
- B. Reimbursement for indirect costs (if applicable) will be at the rate shown in the budget attachment (Exhibit B hereto) and in no event will be greater than the Contractor's approved indirect cost rate.
- C. The Contractor will submit vouchers to the University for reimbursement at least quarterly, but not more often than monthly, in triplicate to the following address:

Payables Administration  
3917 University Way N.E.  
Seattle, WA 98105-1130  
United States of America

In order for the Contractor to receive payment, these vouchers must be in sufficient detail to indicate clearly the nature of all expenses in the format of the budget attachment (Exhibit B hereto), and reference the Subcontract number. The final voucher is due no later than 60 days following termination.

If this Subcontract is from Federal pass through sources, including all amendments thereto, then the final voucher must be signed and marked "Final" by the Contractor with the following statement:

"The Contractor assures to the University that all expenditures were incurred in full compliance with OMB Circular A-133 or its own applicable audit regulations. Disallowed costs if found during the retention period of this Subcontract will be promptly refunded to University."

If, during the retention period of this Subcontract (see Article XIII. Records), a finding or questioned cost is found related directly to this Subcontract, then the Contractor will promptly notify University in order to proceed with resolution of such matter, as may be required by University's prime sponsor or applicable Federal regulations.

#### V. BUDGET

- A. Unless otherwise provided in Special Conditions (Exhibit C attached hereto), the following types of expenditures require prior approval of the University Director, Office of Sponsored Programs, or his designee:
  1. A 25% reduction in time devoted to the project by the Principal Investigator or Project Director.

2. Transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
  3. Items of general purpose equipment, e.g., office equipment and furnishings, air conditioning, reproduction equipment, automatic data processing equipment, etc.
  4. Individual items of equipment costing \$5,000 or more. All such items identified in the budget attachment are automatically approved for acquisition. Title to all equipment acquired by the Contractor shall vest in Contractor upon acquisition subject to the right of the University to recall equipment with an acquisition cost of \$5,000 or more up to 120 calendar days after the expiration of the Subcontract.
  5. The subaward, transfer or contracting out of any work except for routine purchase of supplies, materials, equipment or general support services.
- B. In addition to Article V(A), the Contractor may not deviate significantly from the major line items of the budget attachment (Exhibit B hereto) unless specifically approved in advance by the University's Director, Office of Sponsored Programs, or designee.

VI. UNIVERSITY'S PROGRAM DIRECTOR

The University's Program Director is Dr. Horacio De La Iglesia. The Program Director is not authorized to amend or alter this Subcontract. Any such alterations or amendments must be approved by the written mutual agreement of the parties hereto.

VII. CONTRACTOR'S PRINCIPAL INVESTIGATOR

The Contractor's Principal Investigator responsible for conduct of the work contemplated hereunder is Dr. Diego A. Golombek. No change of Principal Investigator may be made without the prior written approval of the University's Director, Office of Sponsored Programs, or designee.

VIII. TECHNICAL REPORTS

The Contractor must provide to the University's Program Director any interim technical reports concerning the progress of the work that may be requested and a final technical report due within 30 days after the end of the Performance Period.

IX. SAVE HARMLESS

Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents, or students (if applicable), howsoever caused.

X. TERMINATION BY THE UNIVERSITY

If the University determines that termination is in its best interests because of lack of sufficient funds, or other substantial reason, the University may terminate this Subcontract upon 30 calendar days written notice to the Contractor. Upon receipt of such notification, the Contractor may make no further commitments under the Subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the Subcontract shall then be negotiated between the University and the Contractor.

XI. NONDISCRIMINATION

By acceptance of this Subcontract, Contractor agrees that it will comply with all applicable laws and regulations concerning nondiscrimination in employment and the provision of research programs and services.

XII. CERTIFICATION AND COMPLIANCE

By execution of this Subcontract, Contractor certifies to the University that it is not delinquent on any Federal debt pursuant to OMB Circular A-129, and that it or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency pursuant to government-wide regulations (E.O.s 12549 and 12689).

XIII. RECORDS

The Contractor shall maintain acceptable financial management systems during the term of this Subcontract. Such systems shall provide:

1. accurate, current and complete disclosure of the financial activity of this Subcontract;
2. records that identify the source and application of the University's funds;
3. effective control over and accountability for all funds, property and other assets;
4. comparison of actual outlays with budgeted Subcontract amounts;
5. consistency with the applicable federal administrative requirements and cost principles; and
6. accounting records supported by source documentation.

The Contractor's records shall be available to University, the Federal awarding agency, the Comptroller General of the US, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions, if applicable.

Failure to comply with the terms of this paragraph may lead to Subcontract termination in accordance with Article X or other sanctions as noted in OMB Circular A-133.

The financial records of this Subcontract will be retained for a period of three (3) years, with the following qualifications:

- (a) Records related to any audit initiated prior to the expiration of the three-year period shall be retained until the audit findings involving the records have been resolved.
- (b) The retention period starts from the date of the submission of the Contractor's final voucher.

XIV. FEDERAL, STATE AND LOCAL TAXES

Except as may be otherwise provided in this Subcontract, the Subcontract price includes all applicable Federal, State and local taxes and duties.

XV. LAW

This Subcontract shall be governed by, and construed in accordance with, the laws of the State of Washington, USA.

XVI. ANTI-TERRORIST COMPLIANCE

Contractor agrees that all funding for this Subcontract, including Subcontracts at a lower tier, shall be used in compliance with all applicable US anti-terrorist financing and asset control laws, regulations, rules and executive orders.

XVII. EXPORT CONTROLS

Notwithstanding any other provision of this Subcontract, it is understood that the parties are subject to, and shall comply with, United States laws, regulations, and governmental requirements and restrictions controlling the export of technology, technical data, computer software, laboratory prototypes and other commodities, information and items (individually and collectively, "Technology and items") and/or restricting or prohibiting entering into certain transactions and providing services to certain sanctioned countries, individuals and entities ("Transactions and Services"), including without limitation, the Arms Export Control Act, the Export Administration Act of 1979, relevant executive orders, and United States Treasury Department embargo and sanctions regulations, all as amended from time to time ("Restrictions") and that the parties' obligations hereunder are contingent on compliance with applicable Restrictions. The transfer of any such Technology and terms and the entering into and provision of such Transactions and Services that are subject to Restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and terms to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. Before any party may provide any Technology and Items and/or enter into or provide Transactions and Services that are subject

to Restrictions to or with any other party, the providing party shall request the agreement of the receiving party and the receiving party shall agree in writing to receive such Technology and terms and/or to enter into or provide such Transactions and Services. Before any parties engage in any research that is subject to Restrictions, all participating parties in such research shall have explicitly acknowledged the application of such Restrictions in writing. Each party shall notify all of the other parties of the name and notice information for its representative for purposes of giving and receiving notices concerning, and agreeing to receive, Technology and terms, and for engaging in research, Transactions and Services that are subject to the Restrictions.

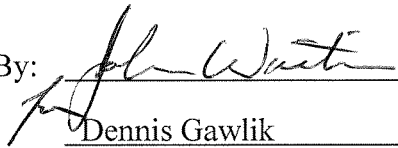
### SPECIAL CONDITIONS

The Special Conditions, if any, attached hereto as Exhibit C and by reference incorporated herein, apply to this Subcontract, and in case of any conflict between the General Conditions and the Special Conditions, the latter will prevail.

Approved and Agreed:

UNIVERSITY OF WASHINGTON

CONTRACTOR

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

Dennis Gawlik

Gustavo Eduardo Lugones

(name)

Rector

Universidad Nacional

Director, Purchasing Services

(title)

(title)

**EXHIBIT A SCOPE OF WORK**

**(See Article I)**

**DESCRIPTION:**

Dr. Diego Golombek (UNQ) will collaborate with Dr. de la Iglesia in project aimed at the determination of the mechanisms for intercellular and inter-regional communication in the SCN, the site of a master biological clock in mammals. Dr. Golombek's work on the role of nitric oxide as a putative coupling signal is also involved in photic entrainment; his ideas and results will be combined with Dr. de la Iglesia's work on animal models of desynchronization, including *in vivo* and *in vitro* experiments.



**EXHIBIT B BUDGET****(See Articles IV and V)**

Personnel	\$6,800
Equipment	0
Travel	0
Supplies	0
Other Direct Costs	0
Total Direct Costs	6,800
Indirect Cost @ 8% of TDC*	544
GRAND TOTAL (US dollars)	\$7,344

\* Not to exceed this rate per NIH policy.

## **EXHIBIT C SPECIAL CONDITIONS**

**(See Article V and Special Conditions)**

### **SC-1 PATENT RIGHTS**

Whenever any invention which is or may be patentable, is conceived or first actually reduced to practice in the course of this Subcontract, the Contractor shall furnish the University's Subcontract Administrator with complete information thereon, in order that the University may carry out the conditions of the prime grant or cooperative agreement with the NIH with regard to the filing of patent applications and disposition of patent rights under 37 CFR 401.14 or FAR 52.227-11, as appropriate.

### **SC-2 COPYRIGHTS**

Contractor grants to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subcontract solely for the purpose of and only to the extent required to meet University's obligations under its prime award.

### **SC-3 DATA RIGHTS**

Contractor grants to University the right to use data created in the performance of this Subcontract solely for the purpose of and only to the extent required to meet University's obligations under its prime award.

### **SC-4 PUBLICATION**

Any publication by the Contractor resulting from work under this Subcontract will carry a footnote acknowledging assistance from the NIH grant or cooperative agreement held by the University and indicating that findings and conclusions do not necessarily represent views of the NIH or the University.

Further, Contractor shall comply with the NIH Public Access Policy including submission to PubMed Central (PMC). For additional information, visit <http://publicaccess.nih.gov/>.

### **SC-5 HUMAN SUBJECTS IN RESEARCH PROJECTS**

The Contractor assures that adequate safeguards shall be taken whenever using human subjects in research and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects

involving the use of human subjects has reviewed and approved the projects. Informed consent, where appropriate, shall be obtained by methods consistent with Title 45 Code of Federal Regulations, Part 46, Subpart A, "Protection of Human Subjects," and specifically Section 46.107, "Special Assurances."

Further, by execution of this Subcontract, Contractor assures to the University that it complies with the education requirement for all of its key personnel as enumerated in the NIH Guide dated June 5, 2000 (revised August 25, 2000), Notice No. OD-00-039.

SC-6 CARE AND TREATMENT OF LABORATORY ANIMALS

The Contractor assures that whenever warm-blooded animals are used in research, the Contractor shall comply with the applicable portions of the Animal Welfare Act (P.L. 89-544 as amended) and shall follow the guidelines prescribed in DHHS Publication No. 86-23 (NIH), "Guide for the Care and Use of Laboratory Animals."

SC-7 GRANT-RELATED INCOME

The Contractor shall immediately report to the University any income received or anticipated which is generated by activities performed under the Subcontract. The University may then authorize the disposition of such income in accordance with options designated by the NIH.

SC-8 OTHER SPECIAL CONDITIONS

The Contractor agrees to administer this Subcontract in accordance with the NIH "Grants Policy Statement," revised December 1, 2003, by reference incorporate herein. This Special Condition supersedes Article V. Budget of this Subcontract in its entirety.

SC-9 OTHER ASSURANCES

The Contractor agrees to fulfill the requirements of any other assurances as may be required by the NIH for the work undertaken by the Contractor. The University further agrees to exercise its best efforts in keeping the Contractor informed of the assurances required.

SC-10 DEBT AND DEBARMENT

By execution of this Subcontract, Contractor assures to the University that it is not delinquent on any Federal debt pursuant to OMB Circular A-129, and that it or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency pursuant to government-wide regulations.

SC-11 MISCONDUCT IN SCIENCE

The Contractor assures that it maintains an administrative review process for dealing with and reporting possible misconduct in science and that it has an assurance on file with the Office of Research Integrity, NIH, or, if not, it agrees to be subject to the policies of the University of Washington for dealing with and reporting possible misconduct in science with respect to research supported through this Subcontract.

SC-12 LOBBYING RESTRICTIONS

By execution of this Subcontract, the Contractor assures that it is in compliance with the requirements in 45 CFR Part 93. If this Subcontract exceeds \$100,000 a certification, and a disclosure form, if required, shall be filed with the University in accordance with the Federal regulations.

SC-13 SALARY LIMITATION

None of the funds in this Subcontract shall be used to pay the salary of an individual duly employed by the Contractor at a rate in excess of the limitations enumerated in the NIH Guide released on January 16, 2009, Notice No. NOT-OD-09-037.

SC-14 AMERICAN-MADE ITEMS

To the greatest extent practicable, when purchasing equipment or products under this Subcontract, the Contractor should purchase only American-made items.

SC-15 FINANCIAL CONFLICT OF INTEREST

The Contractor assures compliance with the PHS Final Rule on "Objectivity in Research" as published in the Federal Register dated July 11, 1995. This requirement, effective October 1, 1995, means that the Contractor assures to the University and PHS that it has an active and enforced policy and that its investigators are in compliance with such policy in order to protect the research from bias.

SC-16 PROGRAM RESTRICTION

The Contractor assures compliance with the following programs restrictions that apply to FIRCA (R03):

1. Travel Funds of the UW Principal Investigator, foreign collaborator, or colleagues to visit labs or the research site must not exceed \$7,000.
2. Consultant Fees for the foreign collaborator must not exceed \$5,000.
3. Travel Funds for a scientific conference must not exceed \$2,000.