

**AGREEMENT BETWEEN**  
**NN/LM MidContinental Region**  
**AND**  
**Spencer S. Eccles Health Sciences Library**

**Type:** Reimbursable

**Subrecipient:** T. Elizabeth Workman, M.L.I.S.  
Reference Librarian  
Spencer S. Eccles Health Sciences Library  
10 North 1900 East  
Salt Lake City, UT 84112  
voice (801) 581-5534  
fax (801) 581-3632  
lworkman@lib.med.utah.edu

John C. T. Bramble, M.L.I.S.  
Outreach Librarian  
Spencer S. Eccles Health Sciences Library  
10 North 1900 East  
Salt Lake City, UT 84112  
voice (801) 587-3493  
fax (801) 581-3632  
jbramble@lib.med.utah.edu

**Project Title:** **Utah Go Local Project**

**Amount** **\$25,000**

Spencer S. Eccles Health Sciences Library agrees to the following terms and conditions herein.

Section A – Statement of Work

Spencer S. Eccles Health Sciences Library agrees to provide its best efforts in performance as described in the Work Statement attached hereto as Exhibit A and Exhibit C.

Section B – Period of Performance

The period shall be from May 1, 2005 through April 30, 2006, unless such period is extended in writing by both parties.

Section C – Consideration

In consideration of the performance hereunder, the amount of \$25,000 is agreed to as set forth in the detailed budget contained in Exhibit B attached hereto.

Section D – Payment

Progress payments shall be made based upon quarterly requests submitted. The amounts of all such progress payments shall be limited exclusively to allowable costs and shall be based upon verified progress in completing the performance. Each request should state the period being requested and should be submitted on Spencer S. Eccles Health Sciences Library's standard billing form. All requests should reference Prime Contract No. NO1-LM-1-3514. The final 10% of the award will be paid upon receipt of the final report of the project and an invoice for the final 10%. Invoices shall be delivered to:

Claire Hamasu, Associate Director  
NN/LM-MidContinental Region  
Eccles Health Sciences Library  
10 North 1900 East, Building 589  
Salt Lake City, Utah 84112-5890

Section E – Principal Investigator

Spencer S. Eccles Health Sciences Library's principal investigator(s) are T. Elizabeth Workman and John C. T. Bramble.

Section F – Termination

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the defaulting party is given: a) not less than 30 calendar days written notice (by certified mail, return receipt requested) of terminating party's intent to terminate, and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of notice of termination, Spencer S. Eccles Health Sciences Library may discontinue all Work. In the event of such termination, Spencer S. Eccles Health Sciences Library shall be entitled to receive just and equitable compensation for any services completed to the date of termination in a satisfactory manner, as determined by the Sponsor and Spencer S. Eccles Health Sciences Library. Such compensation shall not exceed the maximum amount payable under this Agreement.

Section G – Applicable Law

This agreement, and all matters or issues collateral to it shall be governed by, and construed in accordance with, the laws of the State of Utah without application of any principles of choice of laws.

Section H - Confidentiality.

Spencer S. Eccles Health Sciences Library acknowledges that the University of Utah is a governmental entity and thus subject to the Utah Governmental Records Access Management Act, Section 63-2-101 et seq., Utah Code Ann. (1997 and supp 1998 as amended) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp. 1998). Pursuant to GRAMA and Section 53B-16-301 et seq., this Agreement, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides records that such person believes should be protected from disclosure for business reasons must, pursuant to Section 63-2-308 of GRAMA and Section 53B-16-304, provide to the University of Utah a written claim of business confidentiality and a concise statement of reasons supporting such claim.

Signatures on Agreement are not required.

CC: OSP  
PI – Elizabeth Workman, John Bramble  
Claire Hamasu