

Appendix A

RESEARCH STATEMENT OF WORK



**This must describe in detail the Research, potential Invention(s), data required, Research purpose, and all associated IRB or other required regulatory approval documents and/or limitations.**

STATEMENT OF WORK

This Statement of Work, effective as of the full execution hereof (“Research Effective Date”) is entered into by and between The Regents of the University of California, on behalf of its San Francisco campus, acting by and through its Office of Research, a California Constitutional corporation, hereinafter referred to as “UC,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as (“City”), acting by and through its Department of Public Health (SFDPH) and is subject to the terms and conditions of the MOU between the City UC effective February 26, 2021. This Statement of Work includes the terms and conditions of the MOU, which are hereby incorporated herein by reference.

1. Principal Investigator. The City is entering into this Statement of Work with the understanding that \_\_\_\_\_ (“Principal Investigator”), an employee of the UC, shall be responsible on UC’s behalf for the conduct of the Research.
2. Data Access Terms – For System Access Only. To the extent applicable, UC and its Principal Investigator shall abide by the terms described in **Appendix B**, which is attached to this Statement of Work.
3. Description of the Research. \_\_\_\_\_  
\_\_\_\_\_.
4. Description of the Data to be Provided. \_\_\_\_\_  
\_\_\_\_\_.
5. Name of City System to be Accessed (if applicable). \_\_\_\_\_  
\_\_\_\_\_.
6. UCal Review Board. UC certifies that it will obtain and abide by all applicable laws, including IRB approvals.
7. Research Term. This Statement of Work shall be effective upon the Research Effective Date and shall terminate on the earlier of: (a) the UC’s completion of the Research or (b) [*insert applicable Research term*] (the “Research Term”), unless extended by mutual written agreement of the Parties, or terminated earlier pursuant to the terms of the MOU.
8. Counterparts. This Statement of Work may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each Party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF shall constitute an original signature for purposes of this Statement of Work.
9. Entire Agreement. This Statement of Work including, without limitation, all exhibits hereto and the MOU contain the entire understanding of the Parties with respect to the subject matter herein and supersedes all previous agreements and undertakings with respect thereto.
10. Order of Precedence. In the event of a conflict between the terms contained in this Statement of Work and the MOU, the MOU shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Statement of Work to be executed by their duly authorized representatives.

**CITY**

**UC**

Recommended by:

Regents of the University of California,  
A Constitutional Corporation,  
On behalf of its San Francisco Campus

\_\_\_\_\_  
Daniel Tsai  
Director of Health  
Department of Public Health

\_\_\_\_\_  
Industry Contracts Officer  
490 Illinois St., 5<sup>th</sup> Floor  
San Francisco, CA 94143

Approved as to Form:

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA ON BEHALF OF ITS SAN  
FRANCISCO CAMPUS

Dennis J. Herrera  
City Attorney

By: \s2\  
Name: \n2\  
Date: \d2\  
Title: \t2\

By: \_\_\_\_\_  
Louise S. Simpson  
Deputy City Attorney

I have read the Agreement and this Statement of  
Work and acknowledge the obligations under the  
provisions of the Agreement and this Statement of  
Work  
By: \s3\