

From: Russell White <whiter@api.org>
Sent: Wednesday, May 23, 2007 3:44 PM (GMT)
To: BenzConsort-OC@listserve.api.org; BenzConsort-TC@listserve.api.org
Cc: Bob Greco <Greco@api.org>; Brenda Hargett <Hargettb@api.org>; Harry Ng <Ng@api.org>; Linda Kangas <Kangas@api.org>
Subject: Shanghai Health Study - conference calls for Thursday, May 24 at 1:30 PM EDT and Friday, May 25 at 12:30 PM EDT
Attach: uchsc_01-0000-4788.pdf

Please mark your calendar - the BHRC Oversight Committee has scheduled conference calls for Thursday, May 24 at 1:30 PM EDT and Friday, May 25 at 12:30 PM EDT.

The current grant and grant amendments between API and the University of Colorado are attached for your review.

Draft agenda for calls.

- 1) Establish quorum and notetaker - Patsy
- 2) Antitrust reminder - Mark or John
- 3) Discuss the University of Colorado grant extension- All
- 4) Discuss the draft contract with Cinpathogen - All

Conference call information:

Toll Free Dial-In Number: **(866) 443-0059**
International Dial-In: (770) 765-9147

Enter this code at the prompt: **202 682 8344#**
Operator-Assisted Service:
Toll-Free Dial-In Number: (800) 572-9844
International Dial-In Number: (706) 643-1733
Call Participant Functions
*0 Operator assistance
*6 Mute your own line
<<uchsc_01-0000-4788.pdf>>

Russell White

Regulatory and Scientific Affairs
American Petroleum Institute
1220 L Street NW
Washington, DC 20005-4070

Tel: 202-682-8344
Fax: 202-682-8270

October 16, 2001

Dr. Richard Irons
Health Sciences Center
University of Colorado
Campus Box C238
4200 East Ninth Avenue
Denver, CO 80262

API Reference No. 01-0000-4788
Amendment No. 1 01-0000-4804

Dear Dr. Irons:

The October 2, 2001 grant agreement between the American Petroleum Institute ("API"), as the representative for the Benzene Health Research Consortium, and the University of Colorado Health Sciences Center (UCHSC), for a five-year research study of lymphohematopoietic health risks from occupational exposure to benzene in the Peoples Republic of China, is amended as follows:

1. Paragraph 1(ii) is amended to include the Children's Hospital Medical Center of Cincinnati as a cooperative entity.
2. Paragraph 1(vii) is amended by replacing the current paragraph with the following text:

Dr. Richard Irons will provide biannual progress reports as provided by the research proposal. UCHSC will prepare and provide biannual financial reports of expenditures made by UCHSC. Biannual reports are due January and July of each calendar year. Continuance of funding is contingent upon API approval of these biannual reports.

3. Paragraph 3 is amended by replacing the current paragraph with the following text:

API, however, reserves the right to terminate this Grant by giving thirty (30) days notice of such termination to UCHSC. Upon receipt of such notice of termination, UCHSC shall cease incurring costs on this project, except with the prior approval of API, which shall not be unreasonably withheld, for such costs that are necessary to close out the project. In the event of such termination, API's sole obligation will be to reimburse UCHSC for actual costs incurred, including UCHSC's legal commitments to third parties for activities under this grant agreement, as of the date of termination, and subsequent costs incurred with prior approval of API. However, API shall not be responsible for third-party obligations that UCHSC incurs more than one year following termination of this Grant agreement. Furthermore, UCHSC agrees to use its best efforts to minimize the duration of its third-party obligations under this agreement. In no event shall such payment include costs and/or anticipated fees for unperformed work or exceed the maximum amount of the annual Grant disbursement for the year in which the Grant is terminated.

In all other respects, the terms and conditions of the October 2, 2001 grant agreement shall remain in full force and effect.

If the foregoing is acceptable, please sign below and return one copy of this letter to API.

UNIVERSITY OF COLORADO



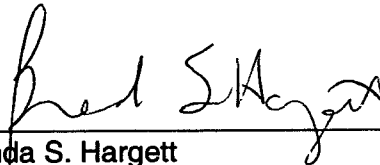
Twila Fisher Reighley
Director, Grants and Contracts

10/19/01
Date

AMERICAN PETROLEUM INSTITUTE



Howard J. Feldman
Regulatory Analysis & Scientific Affairs Director



Brenda S. Hargett
Chief Financial Officer

10/16/01
Date

Dr. Richard Irons
Health Sciences Center
University of Colorado
Campus Box C238
4200 East Ninth Avenue
Denver, CO 80262

API Reference No. 01-0000-4788

Dear Dr. Irons:

The American Petroleum Institute ("API"), as the representative for the Benzene Health Research Consortium, is pleased to provide a Grant totaling \$13,665,017.00 to fund the University of Colorado Health Sciences Center's ("UCHSC") five-year research study of lymphohematopoietic health risks from occupational exposure to benzene in the Peoples Republic of China. This Grant is being provided to accomplish the research as set forth in the most recent versions of the "Research Protocol and Criteria Document established by the investigators and approved by the review panels as specified in paragraph iv below and the budget approved by the Benzene Health Research Consortium for this program.

1. Grant monies will be disbursed to UCHSC according to the following schedule:

- 30% in Year One (payable in two installments)
- 25% in Year Two
- 15% in Year Three
- 15% in Year Four
- 15% in Year Five

subject to the following conditions:

- i. UCHSC acknowledges that the research study will be conducted consistent with the research proposal and budget developed by the Principal Investigator and the Benzene Health Research Consortium.
- ii. UCHSC will establish cooperative agreements with Fudan University in Shanghai, China; the Shanghai Municipal Center for Disease Control and Prevention; the Shanghai Municipal Institute for Public Health Supervision; and Exxon Mobil Biomedical Sciences in Annandale, N.J. (collectively known as "cooperative entities") to assist in performance of the research study.

- iii. It is recognized that payments made by UCHSC to the cooperative entities will be of a pass through nature and that UCHSC will not be responsible for the management of such contracts. It is also recognized that the agreements with Fudan University in Shanghai, the Shanghai Municipal Center for Disease Control and Prevention, and the Shanghai Municipal Institute for Public Health Supervision will not involve cost accounting of funds transferred as part of this Grant given the nature of those institutions and the reporting otherwise provided by the Principal Investigator pursuant to the research proposal and budget.
 - iv. UCHSC acknowledges that the protocols and conduct of the research during the life of the Grant are subject to annual review and approval by an independent scientific review panel as well as by an ethics review panel, both of which will be established by API. These panels shall be notified immediately when a change in protocol is proposed. No significant changes in protocol that would effect the scope of work will be exercised without approval by both the scientific review panel and ethics review panel.
 - v. API, or an agent or representative of API, will have access to, and may periodically review, the record of funds disbursed by UCHSC as part of the research study, including disbursements by UCHSC to the cooperative entities.
 - vi. Dr. Richard Irons, the Principal Investigator, will have budget authority to reallocate funds between and among different budget categories and may authorize the transfer of funds to the cooperative entities identified in this agreement, provided the Grant monies disbursed to UCHSC are used and expended consistent with the research program and operating budget proposed by, and as may necessarily be modified by, API.
 - vii. Dr. Richard Irons will provide satisfactory biannual reports of all expenditures, as provided by the research proposal and budget. Biannual reports are due January and July of each calendar year. Continuance of funding is contingent on API approval of these biannual reports.
 - viii. The research study and expenditure of the Grant monies are in compliance with all applicable laws, both foreign and domestic, including the United States Foreign Corrupt Practices Act.
2. This Grant shall be effective upon signature of Grantee below and shall terminate on December 31, 2006.
3. API, however, reserves the right to terminate this Grant by giving thirty (30) days notice of such termination to UCHSC. Upon receipt of such notice of termination, UCHSC shall cease incurring costs on this project, except with the prior approval of

API for such costs on this project, which are necessary to close out the project. In the event of such termination, API's sole obligation will be to reimburse UCHSC for actual costs incurred as of the date of termination and such subsequent costs incurred with prior approval of API. In no event shall such payment include costs and/or anticipated fees for unperformed work or exceed the maximum amount of the annual Grant disbursement for the year in which the Grant is terminated.

4. It is understood that if any of the funds provided under this Grant are not used for this project by the termination date, Grantee shall return such unused funds to API.

If the terms of the Grant agreement are acceptable, please sign both copies and return one to API.

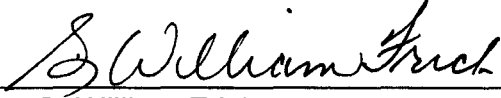
UNIVERSITY OF COLORADO

By: _____

Date: _____

AMERICAN PETROLEUM INSTITUTE

By: 
Red Cavaney
President

By: 
G. William Frick
Vice President, General Counsel
& Secretary

Date: 10/2/01

Dr. Richard Irons
Health Sciences Center
University of Colorado
Campus Box C238
4200 East Ninth Avenue
Denver, CO 80262

API Reference No. 01-0000-4788
Amendment No. 2

Dear Dr. Irons:

The October 2, 2001 grant agreement between the American Petroleum Institute ("API"), as the representative for the Benzene Health Research Consortium, and the University of Colorado Health Sciences Center (UCHSC), for a five-year research study as described in the research protocols, "Analysis of Disease Progression for Aplastic Anemia, Myelo-Dysplastic Syndrome, Acute Myelogenous Leukemia and Benzene Poisoning in Shanghai, China" and "Molecular Epidemiology of Benzene-Exposed Workers in Shanghai, China," is further amended as follows:

1. The opening paragraph of the above grant agreement is modified as follows.
 - a. The grant amount is increased \$842,983, from \$13,665,017 to \$14,508,000.
 - b. The 5-year research study is now a 6-year research study.
2. Paragraph 1 of the grant agreement is modified as follows:
 - a. The following is the revised schedule for disbursement of grant monies to UCHSC:
 - \$4,099,505 in Year 1
 - \$3,416,254.25 in Year 2
 - \$874,031 April 2004
 - \$874,030 October 2004
 - \$874,030 April 2005
 - \$874,030 October 2005
 - \$874,030 April 2006
 - \$874,030 October 2006
 - \$874,030 February 2007
 - \$874,030 August 2007
 - b. Paragraph 1(vi) is replaced with the following:

Dr. Richard Irons, the Principal Investigator, will have budget authority to reallocate funds between and among different budget categories, and may authorize the transfer, disbursement or increase of funds to the cooperative entities identified in this agreement, provided the Grant monies disbursed to UCHSC are used and expended consistent with the research program protocols and with the operating budget proposed by, and as may necessarily be modified by, API. This authority includes the amendment of agreements with the cooperative entities.

c. Paragraph 1(vii) is replaced with the following:

Dr. Richard Irons will submit biannual progress reports as provided by the research proposal UCHSC will prepare, and will submit biannual financial reports of expenditures made by UCHSC. Biannual reports are due February 28 and August 15 of each calendar year. Continuance of funding is contingent upon API approval of these biannual reports. If the biannual financial reports reveal more than 5% of the total disbursement amount to date remains uncommitted, API reserves the right to defer disbursement of the next scheduled payment until receiving a revised financial report from Dr. Irons indicating that the balance is below 5%. Pursuant to API policy, UCHSC shall credit interest earned on any uncommitted funds. UCHSC may pay such interest income directly to API or as a credit against API's next scheduled payment.

3. Paragraph 2 is modified as follows:

The Grant shall terminate on December 31, 2007.

4. Paragraph 5 is added as follows:

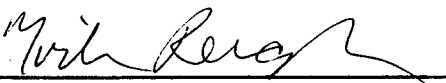
Technical and administrative aspects of this grant agreement will be under the direction of Howard J. Feldman, Regulatory Analysis & Scientific Affairs Director, American Petroleum Institute, 1220 L Street, NW, Washington, D.C. 20005, or whomever he designates. The designated API representative for work conducted hereunder is Bruce Jarnot, Ph.D. UCHSC shall send all correspondence and reports relating to this agreement to Dr. Jarnot's attention at the foregoing address.

In all other respects, the terms and conditions of the October 2, 2001 grant agreement, as further amended, shall remain in full force and effect.

If the foregoing is acceptable, please sign below and return one copy of this letter to API.

UNIVERSITY OF COLORADO

AMERICAN PETROLEUM INSTITUTE

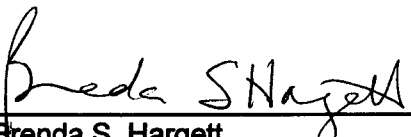


Twila Fisher Reighley
Director, Grants and Contracts

Date: 12/30/03



Red Cavaney
President



Brenda S. Hargett
Chief Financial Officer

Date: 17 Dec 2003



1220 L Street, Northwest
Washington, DC 20005-4070
202-682-8100

Red Cavaney
President and CEO

Dr. Richard Irons
Health Sciences Center

pay to →
Campus Box C298
4200 East Ninth Avenue
Denver, CO 80262

Dear Dr. Irons:

The October 2, 2001 grant agreement between the American Petroleum Institute ("API"), as the representative for the Benzene Health Research Consortium, and the University of Colorado Health Sciences Center (UCHSC), for a five-year research study of lymphohematopoietic health risks from occupational exposure to benzene in the Peoples Republic of China, is further amended as follows:

1. As agreed at the meeting with study sponsors, the grant amount remains \$14,508,000.
2. Testing and case accumulation for the program are occurring more quickly than anticipated. Consequently, the timing of program expenditures is being accelerated, resulting in the need to modify the disbursement schedule and study termination date.
3. Accordingly, the following is the revised schedule for disbursement of grant monies to UCHSC, per Paragraph 1 of the grant agreement:

Payment Timing	Payment Amount
• Year 1	\$4,099,505
• Year 2	\$3,416,254
• April 2004	\$874,031
• June 2004	\$874,030
• early disbursement of October 2004 payment	
• October 2004	\$874,030
• April 2005	\$874,030
• October 2005	\$874,030
• April 2006	\$874,030
• October 2006	\$874,030
• February 2007	\$874,030
Total	\$14,508,000

Signature <i>S. H. Thompson</i>			
Date <i>3/24/05</i>			
FUND	DEPARTMENT	PROGRAM	ACCT
<i>317</i>	<i>5600</i>	<i>X8705</i>	<i>90919</i>
CONTRACT NUMBER		AMEND.	
<i>071010004788</i>		<i>02</i>	
Description <i>China benzene</i>			
<i>(Up To 31 Char.) Univ of Co grant installment</i>			
Intended For Resale-Sales Tax Exempt? ☐ Yes ☒ No			

4. UCHSC will provide API a budget reanalysis and accompanying cash flow statement by October 25, 2004.

An equal opportunity employer

SHELL-MCCLURG-053819

DRAFT

American Petroleum Institute

3/14/2005, 10:48 AM

Statement of Operations
Benzene Health Research
Period Ended March 31, 2005

SP	Special Solicitation Program	Current Month		Variance Favorable (Unfavorable)	Year to Date		Variance Favorable (Unfavorable)	Total 2005 Budget	Pending Contracts	Executed Contracts	Remaining 2005 Funds
		Actual	Budget		Actual	Budget					
5200	Benzene Health Research										
X81**	Program										
Revenue											
7601	Leveraged Research Revenue	-	121,750	(121,750)	-	365,250	(365,250)	1,461,000			
7050	Interest Income	-	-	-	-	-	-	10,000			
Total Revenue		-	121,750	(121,750)	-	365,250	(365,250)	1,471,000	-	-	(1,471,000)
Operating Expenses											
9010	Salaries	-	2,899	2,899	12,554	7,542	(5,012)	27,000	-	-	14,446
9030	Employee Benefits & P/R Taxes	-	322	322	1,569	838	(731)	3,000	-	-	1,431
9110	Employee Business Expenses	-	-	-	60	-	(60)	8,000	-	-	7,940
9170	Other Operating Expenses	-	-	-	682	1,512	830	20,000	-	-	19,318
9941	API Recovered Overhead	-	859	859	3,515	2,235	(1,281)	8,000	-	-	4,485
9945	API Allocated Costs	-	2,333	2,333	4,667	7,000	2,333	28,000	-	-	23,333
9946	Supported Expense/Subsidy	-	1,500	1,500	3,000	4,500	1,500	18,000	-	-	15,000
9949	Meetings Allocation	-	250	250	500	750	250	3,000	-	-	2,500
Total Operating Expenses		-	8,163	8,163	26,547	24,376	(2,171)	115,000	-	-	88,453
9***	Project Expenses	4,827	-	(4,827)	177,183	2,622,000	2,444,817	2,622,000	96,629	1,611,021	737,166
Total Expenses		4,827	8,163	3,336	203,730	2,646,376	2,442,646	2,737,000	96,629	1,611,021	825,619
Net Income(loss)		(4,827)	113,587	(118,414)	(203,730)	(2,281,126)	2,077,396	(1,266,000)	(96,629)	(1,611,021)	645,381

2,823,168 Beginning year fund balance

- Net transfers

2,619,438 Current fund balance

= 1,707,650 less commitments

911,788 not committed

- 874,030 less 4/05 Univ of CO pyt

37,758 rev. fund bal.

= \$1,707,650

SHELL-MCCLURG-053820

Contract #	Contractor	Description	Amount	Payments	Balance
0100004788-0	UNIV OF CO	GRANT AGREEMENT TO SE	7,515,759.25	7,515,759.25	0
0100004788-1	UNIV OF CO	amend#1 to Univ of CO grant	0	0	0
0100004788-2	UNIV OF CO	amend#2 to 01-4788, Univ of	2,622,091.00	2,622,091.00	0
0100004788-3	UNIV OF CO	amend#3 to 01-4788, Univ of	0	0	0
			<u>10,137,850.25</u>	<u>10,137,850.25</u>	<u>0.00</u>

thru 12/31/04



Contract Balance Report

Contractor: UNIV OF CO
Contract #: 0100004788
Amendment #: 1

Contract Officer: JARNOT, B
Contract Type: Contract-Commitment
Start Date: Upon Signature
End Date: Upon Completion

Description:

amend#1 to Univ of CO grant agreement for China benzene study. Changes to several paragraphs. No \$ change.

Contract Funding:

Account Code	Amount	Adjustments	Payments	Accruals	Balance	Status
SP-5200-X8102-9991	0.00	0.00	0.00	0.00	0.00	E
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Contract Payments:

Account Code	Invoice Number	Invoice Date	Invoice Amount	Period
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Contract Accruals:

Account Code	Invoice Number	Invoice Date	Invoice Amount	Period
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Contract Adjustments:

Account Code	Adjustment Number	Adj. Amount	Description	Period
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Contract Balance Report

Contractor: UNIV OF CO
Contract #: 0100004788
Amendment #: 3

Contract Officer: JARNOT, B
Contract Type: Contract-Commitment
Start Date: Upon Signature
End Date: 6/30/2007

Description:

amend#3 to 01-4788, Univ of CO grant for China benzene research. Testing and case accumulation for the study are progressing more quickly than anticipated. Thus, this amendment is being done to modify the disbursement schedule to reflect the pace of expenditures. The amendment requires the university to submit a revised budget reanalysis and accompanying cash flow statement by 10/25/04.

Contract Funding:

Account Code	Amount	Adjustments	Payments	Accruals	Balance	Status
SP-5200-X8105-9991	0.00	0.00	0.00	0.00	0.00	E
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Account Code	Invoice Number	Invoice Date	Invoice Amount	Period
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Contract Accruals:

Account Code	Invoice Number	Invoice Date	Invoice Amount	Period
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Contract Adjustments:

Account Code	Adjustment Number	Adj. Amount	Description	Period
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Dr. Richard Irons
Health Sciences Center
University of Colorado
Campus Box C238
4200 East Ninth Avenue
Denver, CO 80262

API Reference No. 01-0000-4788
Amendment No. 4

Dear Dr. Irons:

The October 2, 2001 grant agreement between the American Petroleum Institute ("API"), as the representative for the Benzene Health Research Consortium, and the University of Colorado Health Sciences Center (UCHSC), for a five-year research study of lymphohematopoietic health risks from occupational exposure to benzene in the Peoples Republic of China, is further amended as follows:

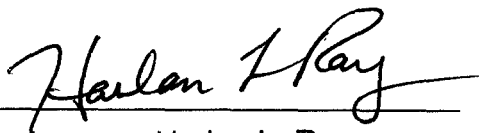
1. As agreed at the May 3, 2005 meeting with study sponsors, the grant amount is increased \$3,824,769, from \$14,508,000 to \$18,332,769.
2. The following is the revised schedule for disbursement of grant monies to UCHSC, per Paragraph 1 of the grant agreement and the May 3, 2005 revised budget, attached and made a part hereof:

Payment Timing	Payment Amount
• Year 1	\$4,099,505
• Year 2	\$3,416,254
• Year 3	\$2,622,091
• April 2005	\$874,030
• October 2005	\$2,750,000
• April 2006	\$2,500,000
• October 2006	\$1,500,000
• February 2007	\$570,889
Total	\$18,332,769

In all other respects, the terms and conditions of the October 2, 2001 grant agreement, as further amended, shall remain in full force and effect.

If the foregoing is acceptable, please sign below and return one copy of this letter to API.

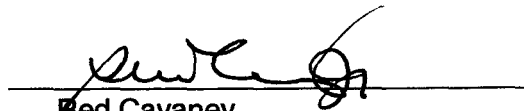
UNIVERSITY OF COLORADO



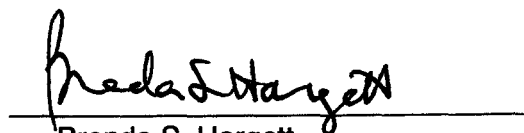
Harlan L. Ray
Contracts Manager
Grants and Contracts

Date: 8/8/05

AMERICAN PETROLEUM INSTITUTE



Fred Cavaney
President



Brenda S. Hargett
Chief Financial Officer

Date: 8-1-05

**Benzene Health Research Consortium Budget
May 3, 2005**

UCHSC Projected expenses 2005 - 2007 and Revised Program Budget

	2005	2006	2007	TOTALS
UCHSC Expenses	\$1,217,148	\$1,108,178	\$406,114	\$2,731,440
EMBSI subcontract expenses	\$ 862,823	\$ 931,939	\$ 407,700	\$2,202,462
Fudan subcontract expenses	\$1,676,855	\$1,651,285	\$159,600	\$3,487,740
Histology consultant expenses*		\$3,000	\$3,000	\$6,000
Cincinnati Children's Hospital expenses**	\$112,000	\$117,600	\$39,295	\$268,895
IPHS expenses	\$12,000	\$0	\$0	\$12,000
UCHSC 12/31/04 bank balance (subtract from expense projections for 2005 payment to UCHSC)	(513,618)			(\$513,618)
Projected Expense Totals 2005-2007	\$3,367,208	\$3,812,002	\$1,015,709	\$8,194,919
2004 (amend 3) Payment Schedule	\$1,748,060	\$1,748,060	\$874,030	\$4,370,150
Increase in expense over current payment schedule	\$1,619,148	\$2,063,942	\$141,679	\$3,824,769
Total paid to UCHSC as of 12/31/04				\$10,137,850
Revised UCHSC program budget***				\$18,332,769

API revised payment schedule	
Apr-05	\$874,030
Oct-05	\$2,750,000
Apr-06	\$2,500,000
Oct-06	\$1,500,000
Feb-07	\$570,889
Total	\$8,194,919

* Histology consultant included since this service is a subcontract for the DP/ME studies.

Payment for 2006 & 2007 should be made by UCHSC (2005 prmt already made by API)

** 2007 costs for Cincinnati Children's Hospital did not appear to be included in Jan 2005 progress report figures

*** (Paid as of 12/31/04) + (total 2005-7 projected expenses)

Final
5/6/05
Revised 7/18/05

School of Pharmacy
Molecular Toxicology and Environmental Health Sciences Program

Campus Box C238
4200 East Ninth Avenue
Denver, Colorado 80262
303-315-7170
303-315-7223 Fax

August 8, 2005

Dr. Bruce Jarnot
American Petroleum Institute
1220 L Street, NW (Suite 900)
Washington, DC 20005-4070

Dear Bruce,

Enclosed you will find one original fully executed amendment between American Petroleum Institute and the University of Colorado Health Sciences Center.

We appreciate your continued support.

Sincerely,



Ann Loudon