

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA *ex rel.*
JOHN DOE,

Plaintiff,

v.

COLUMBIA UNIVERSITY IN THE CITY OF
NEW YORK,

Defendant.

13 Civ. 5028 (PAE)

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

-----X
UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK,

Defendant.

-----X

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among plaintiff the United States of America (“United States” or “Government”), by its attorney, Preet Bharara, United States Attorney for the Southern District of New York, Defendant The Trustees of Columbia University in the City of New York (“Columbia”), and Matthew Chisholm (“Relator”) (collectively, the “Parties”), through their authorized representatives;

WHEREAS, on or about July 19, 2013, Relator filed a *qui tam* complaint, and on or about December 19, 2013, filed an amended complaint, in the United States District Court for the Southern District of New York (the “Court”) pursuant to the False Claims Act, as amended, 31 U.S.C. § 3729 *et seq.* (the “FCA”), alleging, *inter alia*, that Columbia violated the FCA in connection with certain grants awarded by the National Institutes of Health (“NIH”) for medical research performed by the Columbia Department of Psychiatry and the Columbia Department of Neuroscience (the “Relator’s Action”);

WHEREAS, contemporaneous with the filing of this Stipulation, the Government, through the Office of the United States Attorney for the Southern District of New York, intervened in the Relator’s Action and filed a Complaint-In-Intervention (the “Government Complaint”);

WHEREAS, the NIH provides grants to universities to fund medical research and reimburses universities for both the direct and indirect costs of conducting such research;

WHEREAS, “direct costs” refer to costs that are specifically identified with a particular sponsored research project, such as the salary of a principal investigator or the cost of materials used for the project;

WHEREAS, “indirect costs,” which are also referred to as “facilities and administrative costs” or “F&A costs,” refer to costs “that are incurred for common or joint objectives and, therefore, cannot be identified readily and specifically” with work performed on a particular sponsored research project, such as the costs of operating and maintaining facilities, administrative personnel, utilities, and other overhead expense (*see* OMB Circular A-21);

WHEREAS, indirect costs are recovered through the application of a university’s facilities and administrative rate (the “F&A Rate”) to certain direct costs incurred for the project,

and universities negotiate various F&A Rates with the Department of Health and Human Services' Division of Cost Allocation ("HHS DCA");

WHEREAS, different F&A rates may apply depending on whether the research is performed primarily on-campus or off-campus; and the on-campus F&A Rate is typically higher than the off-campus F&A Rate to account for the higher indirect costs incurred when performing research on-campus;

WHEREAS, the Government Complaint alleges that from July 1, 2003 through fiscal June 30, 2015 ("Covered Period"), Columbia conducted research associated with certain federally sponsored research grants (the "Covered Grants" and identified in Exhibit A to this Stipulation) primarily in buildings not owned or operated by Columbia and improperly used its on-campus F&A Rate instead of the lower modified off-campus F&A Rate when seeking federal reimbursement for indirect costs associated with the Covered Grants and, as a result, it received excessive indirect cost recoveries for the Covered Grants (this conduct is referred to as the "Covered Conduct" for purposes of this Stipulation); and

WHEREAS, the Parties have, through this Stipulation, reached a mutually-agreeable resolution addressing the claims asserted against Columbia in the Government Complaint and the Relator's Action;

NOW, THEREFORE, upon the Parties' agreement, IT IS HEREBY ORDERED that:

TERMS AND CONDITIONS

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court's exercise of personal jurisdiction over each of them.
2. Columbia admits, acknowledges, and accepts responsibility for the following conduct:

- a. Columbia has a collaborative relationship with the New York State Psychiatric Institute (“NYSPI”), a clinical research facility administered by the New York State Office of Mental Health (“OMH”). The two entities share certain staff, facilities, and equipment, and participate in joint research projects.
- b. During the Covered Period, Columbia faculty performed research in two buildings owned by the State of New York and operated by NYSPI: (i) the Lawrence Kolb Research Building, located at 40 Haven Avenue in New York, New York (the “Kolb Building”); and (ii) the Herbert Pardes Building, located at 1051 Riverside Drive, New York, New York (the “Pardes Building”) (collectively, the “NYSPI Buildings”). Columbia faculty also performed research in a building owned and operated by the City of New York, located at 600 West 168th Street, New York, New York (the “City Building”). During the Covered Period, Columbia’s on-campus F&A rate was approximately 61%, its off-campus F&A rate was 26%, and its modified off-campus F&A rate was 29.4% (the modified off-campus F&A rate included a small additional allowance for library costs and was to be applied to research conducted within a certain proximity of the Columbia campus). These rates were memorialized in a F&A Rate Agreement executed by Columbia and HHS DCA. The F&A Agreement states in pertinent part:

For all activities within a 50 mile radius of the campus and performed in facilities not owned and operated by the institution and to which rent is directly allocated to the project, the off-campus modified rate will apply. For all activities outside a 50 mile radius of campus the off campus rate will apply. Grants or contracts will not be subject to more than one indirect cost rate. If more than 50% of a project is performed off-campus, the appropriate off-campus rate will apply to the entire project.

- c. For most of the Covered Period, Columbia did not have lease agreements with the State of New York for use of the NYSPI Buildings and did not make rental payments for use of that space. During fiscal years 2009 and 2012, in lieu of rental payments, Columbia shared with NYSPI the indirect cost recoveries it received from NIH for certain sponsored research projects performed in the Kolb Building, which recoveries were calculated using the on-campus F&A Rate. In addition, starting in July 2011, shortly after the Office of the State Comptroller issued a report recommending that OMH seek fair consideration from Columbia for its ongoing use of state-owned facilities, Columbia began reimbursing New York State for the operating expenses, utilities, and telephone costs associated with space used by the Department of Psychiatry in the Pardes Building.
- d. Columbia applied the on-campus F&A Rate — instead of the lower modified off-campus F&A Rate — to the 423 Covered Grants, even though the research for these grants was primarily performed in space not owned or operated by Columbia.
- e. Columbia periodically submitted to NIH certified Federal Financial Reports that used the on-campus F&A Rate to calculate the indirect cost amounts claimed by the university for the Covered Grants.
- f. By treating the Covered Grants as on-campus, Columbia's aggregate indirect cost recovery from the federal government during the Covered Period was greater than it otherwise would have been if the Covered Grants were treated as having been primarily performed off-campus.

3. Columbia shall pay to the United States within thirty (30) business days of the Effective Date (defined below in Paragraph 25) the sum of nine million five hundred thousand dollars (\$9,500,000.00) ("Settlement Amount").

4. The payment required by Paragraph 3 above shall be made in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York.

5. Columbia agrees to cooperate fully and truthfully with the United States in any investigation concerning the Covered Conduct of individuals and entities not released in this Stipulation. Upon reasonable notice of such an investigation, Columbia shall: encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals; and furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf, as well as complete and unredacted copies of any other non-privileged documents in its possession, custody, or control relating to the Covered Conduct.

6. Subject to the exceptions in Paragraph 10 below (concerning excluded claims), and conditioned on Columbia's timely payment of the full Settlement Amount pursuant to Paragraph 3 above, the United States releases Columbia from any civil or administrative monetary claim that the United States has for the Covered Conduct under the FCA, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act,

31 U.S.C. § 3801-3812, and the common law theories of breach of contract, fraud, payment by mistake, and unjust enrichment.

7. Columbia fully and finally releases the United States, its agencies, officers, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Columbia has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, employees, servants, or agents related to the Covered Conduct and the United States' investigation and prosecution thereof.

8. Conditioned on Columbia's timely payment of the full Settlement Amount pursuant to Paragraph 3 above, the Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Columbia and all of its current and former officers, directors, employees, assigns, attorneys, and agents from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that the Relator has against Columbia related to or arising from the Relator's allegations; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover his reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

9. In consideration of the execution of this Stipulation by the Relator and the Relator's release as set forth in Paragraph 8 above, Columbia and all of its current and former officers, directors, employees, assigns, attorneys, and agents release the Relator and his successors, heirs, attorneys, agents, and assigns from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Columbia has against Relator related to or arising from the Relator's allegations; provided, however, that nothing in this Stipulation shall be deemed to preclude in any way Columbia and all of its current and former officers, directors,

employees, assigns, attorneys, and agents from denying, contesting and/or defending against Relator's claims for reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

10. Notwithstanding the releases given in Paragraph 6 above, or any other term of this Stipulation, the following claims of the Government are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);
- b. any criminal liability;
- c. except as explicitly stated in this Stipulation, any administrative liability, including but not limited to suspension or debarment pursuant to 2 CFR Part 376; or actions pursuant to, or otherwise consistent with, 42 C.F.R. § 52.9, 45 C.F.R. §§ 75.207- 75.208, or 45 C.F.R. §§ 75.371-75.375;
- d. any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Stipulation; and
- f. any liability of individuals.

11. Columbia shall be in default of this Stipulation if Columbia fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if it fails to comply materially with any other term of this Stipulation that applies to it ("Default"). The Government shall provide written notice of any Default in the manner set forth in Paragraph 24 below. Columbia shall then have an opportunity to cure the Default within ten (10) calendar days from the date of delivery of the notice of Default. In the event that a Default is not

fully cured within ten (10) calendar days of the delivery of the notice of Default (“Uncured Default”), interest shall accrue at the rate of 12% per annum compounded daily on the remaining unpaid principal balance of the Settlement Amount, beginning ten (10) calendar days after mailing of the notice of Default. In the event of an Uncured Default, Columbia shall agree to the entry of a consent judgment in favor of the United States against Columbia in the amount of the unpaid balance, and the United States, at its option, may (a) rescind this Stipulation and reinstate the claims asserted against Columbia in the Government Complaint; (b) seek specific performance of this Stipulation; (c) offset the remaining unpaid balance of the Settlement Amount from any amounts due and owing Columbia at the time of default by any department, agency, or agent of the United States; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. Columbia shall not contest any offset imposed or any collection undertaken by the Government pursuant to this Paragraph, either administratively or in any Federal or State court. In addition, Columbia shall pay the Government all reasonable costs of collection and enforcement under this Paragraph, including attorneys’ fees and expenses. In the event that the United States opts to rescind this Stipulation pursuant to this Paragraph, Columbia shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that relate to the Covered Conduct.

12. The Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation and agree and confirm that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

13. Columbia waives and shall not assert any defenses Columbia may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based

in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Stipulation constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

14. Columbia agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Office of Management and Budget (“OMB”) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published at 2 C.F.R. §§ 200 *et seq.*; the Department of Health and Human Services adoption of the OMB Guidance provided at 45 C.F.R. § 75, subpart E *et seq.*; the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47 where applicable; or otherwise as specified by federal statutes, regulations or the terms and conditions of a Federal award) incurred by or on behalf of Columbia, including its present or former officers, directors, employees, and agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States’ audit(s) and civil investigation(s) of matters covered by this Stipulation;
- (3) Columbia’s investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil investigation(s) in connection with matters covered by this Stipulation (including attorneys’ fees);
- (4) the negotiation and performance of this Stipulation; and

(5) any payment Columbia makes to the United States pursuant to this Stipulation and any payment Columbia may make to the Relator, including expenses, costs and attorneys' fees; are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Columbia, and Columbia shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Columbia shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs (as defined in this Paragraph) included in payments previously sought by Columbia from the United States. Columbia agrees that the United States, at a minimum, shall be entitled to recoup from Columbia any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. Any payments due shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States, including the Department of Justice and/or the affected agencies, reserves their rights to audit, examine, or re-examine Columbia's books and records and to disagree with any calculation submitted by Columbia or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Columbia, or the effect of any such Unallowable Costs on the amounts of such payments.

d. Nothing in this Stipulation shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Columbia's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

15. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as otherwise provided herein.

16. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude the Relator from seeking to recover his expenses or attorneys' fees and costs from Columbia, pursuant to 31 U.S.C. § 3730(d), and nothing in this Stipulation shall be deemed to preclude in any way Columbia and all of its current and former officers, directors, employees, assigns, attorneys, and agents from denying, contesting and/or defending against Relator's claims for reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

17. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

18. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

19. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties.

20. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and the entities indicated below.

21. This Stipulation is binding on Columbia's successor entities.

22. This Stipulation is binding on the Relator's successors, transferees, heirs, and assigns.

23. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

24. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Jeffrey K. Powell
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Email: jeffrey.powell@usdoj.gov

TO COLUMBIA:

Michael J. Vernick
Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
Email: michael.vernick@hoganlovells.com

Andrew W. Schilling
BuckleySandler LLP
1133 Avenue of the Americas
Suite 3100
New York, New York 10036
Email: aschilling@buckleysandler.com

25. The effective date of this Stipulation is the date upon which the Stipulation is approved and entered by the Court (the "Effective Date").

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: New York, New York
July 11, 2016

PREET BHARARA
United States Attorney for the
Southern District of New York

By: Jeffrey Powell
JEFFREY K. POWELL
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2706
Facsimile: (212) 637-2686

Attorney for the United States of America

RELATOR

Dated: _____,
_____, 2016

By: _____
MATHEW CHISHOLM
Relator

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: New York, New York
_____, 2016

PREET BHARARA
United States Attorney for the
Southern District of New York

By:

JEFFREY K. POWELL
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2706
Facsimile: (212) 637-2686

Attorney for the United States of America

RELATOR

Dated: New York, New York
July 8, 2016

By:


Matthew Chisholm
MATHEW CHISHOLM
Relator

Dated: New York, New York

July 10, 2016

McINNIS LAW

By:


TIM J. McINNIS

521 Fifth Avenue, 17th Floor

New York, New York 10175

Telephone: (212) 292-4573

Facsimile: (215) 292-4574

Attorneys for Relator

DEFENDANT

Dated: New York New York
July 11, 2016

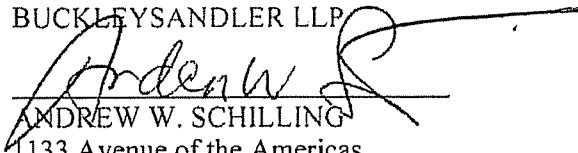
HOGAN LOVELLS US LLP

By:

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555 Thirteenth Street, NW
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Facsimile No. (202) 637-5910

BUCKLEYSANDLER LLP

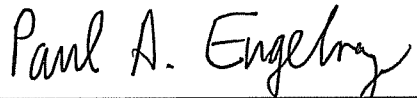
By:



ANDREW W. SCHILLING
1133 Avenue of the Americas
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Facsimile No. (212) 600-2405

*Attorneys for Defendant The Trustees of
Columbia University in the City of New York*

SO ORDERED:



HON. PAUL A. ENGELMAYER
UNITED STATES DISTRICT JUDGE

Dated: 7/13, 2016

DEFENDANT

Dated: New York New York

July 11, 2016

HOGAN LOVELLS US LLP

By: 

MICHAEL J. VERNICK

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BUCKLEYSANDLER LLP

By: _____

ANDREW W. SCHILLING

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New York, NY 10036
Telephone No. (212) 600-2330
Facsimile No. (212) 600-2405

*Attorneys for Defendant The Trustees of
Columbia University in the City of New York*

SO ORDERED:

HON. PAUL A. ENGELMAYER
UNITED STATES DISTRICT JUDGE

Dated: _____, 2016

EXHIBIT A

Exhibit A

Covered Grants

	<u>Grant Number</u>
1	1006609-1-24393
2	200SGV810
3	A06795 M-08-154
4	A07216 M07A00249
5	AA011293
6	AA017862
7	AG005213
8	AG017761
9	AG041795
10	AG043688
11	AI042848
12	AIR SC-03-02054-008
13	ASPH S2133-22/23S1
14	BRPI CU11-1189
15	CA072647
16	CA102484
17	CA109551
18	CA114064
19	CA133595
20	CA172814
21	CASAC CU13-3389
22	CCWRU CU09
23	CE000731
24	CNYCF 1R34MH096854-01A1COL
25	CU514107
26	CU514922
27	CU518621
28	CU519769
29	CU519938
30	CU5207
31	CU52109501
32	CU52112802
33	CU52123301
34	CU52190801

35	CU521993
36	CU522010
37	CU522205
38	CU522263
39	CU522358
40	CU522369
41	CU522484
42	CU522517
43	CU522721
44	CU522818
45	CU523056
46	CUMC 09020215
47	CUMC 120100300
48	CUMC 12070954-01
49	DA010755
50	DA012874
51	DA014055
52	DA017293
53	DA019399
54	DA020733
55	DA021108
56	DA021242
57	DA022455
58	DA023650
59	DA024001
60	DA025250
61	DA027124
62	DA027777
63	DA030095
64	DA030459
65	DA035485
66	DA036226
67	DA038530
68	DA06234
69	DA09862
70	DAMD17-03-1-0148
71	DARTC 5-30365.570
72	DE-FG02-07ER64334
73	DFCI 1154001
74	DK031813

75	DK060148
76	DREXEL 232547-3684
77	DUKEU 2032500
78	EB00416201A2
79	EB006855
80	EPA RD-83284801-1
81	ES010922
82	ES011601
83	ES013308
84	ES014400
85	ES015347
86	ES016074
87	ES017875
88	ES019004
89	ES019670
90	EY01001
91	EY011001
92	EY013435
93	EY013759
94	EY014978
95	EY015634
96	EY017039
97	EY017938
98	EY019007
99	EY019500
100	EY020631
101	F013474
102	FHI 630-5
103	FHI PO15000459
104	GBNEU0169BJ
105	GHC 2012119722
106	GM062246
107	GM070934
108	HD046786
109	HD055155
110	HD061940
111	HD071561
112	HD075664
113	HD55155
114	HG002806

115	HG005535
116	HG006596
117	HG007257
118	HHSN271201200543P
119	HJF 661110
120	HJFAMM 671292
121	HL065568
122	HL077096
123	HL081131
124	HL088942
125	HS013738
126	HSC 3210515046
127	JH 2001003650
128	JHU 2002342875
129	MD004768-02
130	MGH 217153
131	MH026212
132	MH036197
133	MH040210
134	MH040695
135	MH042206
136	MH045923
137	MH048514
138	MH048850
139	MH050733
140	MH058754
141	MH059244
142	MH060249
143	MH060387-10
144	MH060970-01A2 SC3
145	MH061399-07
146	MH061530-03
147	MH061906-03
148	MH062155-03
149	MH063852-04
150	MH064092-08
151	MH066058-03
152	MH066620-02
153	MH067068-06
154	MH067761-01A2

155	MH067912-02
156	MH071430
157	MH073640
158	MH073728
159	MH073821
160	MH073915
161	MH074118
162	MH076137
163	MH077156
164	MH077161
165	MH078993
166	MH079439
167	MH079488
168	MH079905
169	MH080022
170	MH080745
171	MH081107
172	MH081153
173	MH081968
174	MH082017
175	MH08225501
176	MH084029
177	MH084241
178	MH085227
179	MH086385
180	MH087395
181	MH087758
182	MH088405
183	MH088458
184	MH088702
185	MH090276
186	MH091276
187	MH091320
188	MH091427
189	MH091470
190	MH091553
191	MH091590
192	MH092250
193	MH093338
194	MH093637

195	MH093672
196	MH093936
197	MH096132
198	MH096274
199	MH096784
200	MH098039
201	MH098786
202	MH099251
203	MH099265
204	MH099322
205	MH104602
206	MH48858
207	MH50733
208	MH59602
209	MH63264
210	MH96132
211	MSKCC BD513579
212	MSSM 0255-5881-4609
213	MSSM 0255-6211-4609
214	MSSM 0255-7432-4609
215	MUSC 07-1657
216	MUSC CU07-1662
217	MUSC MH069887-01-01
218	MWRI 26-3301-4286
219	MWRI 4341
220	MWRI 7279
221	MWRI 9252
222	MWRI 9336
223	NBER 323552000799617700
224	NR010474
225	NR010822
226	NS029255
227	NS036658
228	NS036835
229	NS041603
230	NS042159
231	NS051566
232	NS064004
233	NS083037
234	NS083690

235 NS089456
236 NS38636
237 NSUH 11027
238 NWU 0600 520 S308 34
239 NYU CU11-2639
240 NYU F7107
241 NYUMC 08-1159
242 NYUMC CU12-1700
243 OD000114
244 OH004269
245 OH007432
246 OH008215
247 OH04269
248 ORHSUN 1002304
249 ORHSUN CU11-0385
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269 RFMH 25220
270 RFMH 25237
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274 RFMH 25462

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291	RFMH CU09-4659
292	RFMH CU09-4672
293	RFMH CU10-2743
294	RFMH CU10-2772
295	RFMH CU11-2347
296	RFMH CU11-2560
297	RFMH#101438
298	RFMH#101567
299	RIH 701-5530
300	RR024156-04S2 S5
301	RUTGER 4099
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303	SRFMH 903-1561D
304	SRFMH 1003593/2/2323
305	SRFMH 1004300/1/2370
306	SRFMH 1004341/6/2372
307	SRFMH 107612
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330	SRFMH 903-1546C
331	SRFMH 903-1585A
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334	SRFMH CU08-9228
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336	SRFMH CU09-3133
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340	SRFMH-07-1820
341	SUNYOPT 580-41135
342	SUNYRF 44042
343	TULANE CU08-4476
344	TUL-HSC-120-08/09
345	TUL-HSC-3222-10/11
346	TUSM 5007836-SERV
347	UCHICA 37137
348	UCHICA 43359-5-31486-8608
349	UCSF 138342-4000
350	UCSF 4026SC
351	UCSF 4972SC
352	UCSF 557416-29863
353	UFLRDA UF11169
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362 UMASS 6114667/RF9002
363 UMASS 6114667/RF900210
364 UMASS 6116829/RFS900
365 UMD SR00002273
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369 UMICHG 3001392918
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372 UNC-CH 5-30772
373 UPENN 559189
374 UPMC 0025282(123087-2)
375 URMIC 415292-G
376 USOC 11-1853
377 WSU10058
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381 YU MI2A11309
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384 MH062089
385 MH074813
386 MH54793
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401 TUL-HSC-3222-14/15
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403 UCSD CU08-4471
404 UCSF CU07-1900
405 UMARY 00-0353
406 UMASS 6114667/RFS900
407 UMASS CU08-0474
408 UOFNC CU08-4478
409 UPENN 564260
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415 CUMC 15070987
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417 RFMH 25004
418 RFMH 25834
419 RFMH 25939
420 RFMH 26054
421 UCI No.2014-3142
422 UCL CU14-1548
423 UMASS WA00250104/RFS2015109

*The presence of a two-digit suffix identifying a particular project period of a multi-year award, and sometimes appended to the Federal Award Identification Number (FAIN), or any other award identifier, shall not limit the release set forth in paragraphs 6 and 8 of the Stipulation and Order of Settlement Dismissal.