

MAINTENANCE AND EXAMINATION OF RECORDS CLAUSE

- (a) The Organization agrees to keep records adequate for documentation of the progress made in and the status of the contract as well as for the preparation of reports on the scientific aspects thereof. The Organization further agrees to maintain separate records of funds received, obligations incurred, and actual expenditures, in carrying out the contract.
- (b) Until the expiration of three years after final payment under this contract, at any reasonable time, accredited representatives of the Department of Health and Human Services (HHS) and the General Accounting Office (GAO) will have access to that part of the research facilities or offices utilized in connection with the contract, as well as to any directly pertinent books, documents, papers or records of the Organization involving transactions related to this contract. The HHS and the GAO representatives may copy such of these materials as they deem necessary. Officers of the Organization or other personnel assigned to or engaged in the conduct of this project shall be available for consultation with the HHS or the GAO at any reasonable time during the time records may be accessed.
- (c) The Organization shall provide data as stated in paragraph (b) above except for any items of data, which may be protected from disclosure under separate written agreements between the Organization and a third party. However, the Organization will make every reasonable effort to obtain concurrence from the third party to provide such protected data. In any instance when concurrence cannot be obtained, the Organization agrees to make available the information, deleting only those portions considered to be confidential to third parties.
- (d) The Organization will further endeavor to include in all its subcontracts hereunder, a provision to the effect that the subcontractor agrees to make available to the Comptroller General of the United States or any of his duly authorized representatives, until the expiration of three years after final payment under the subcontract, any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract, and allow the copying of such contractor materials as the Comptroller General or his duly authorized representatives deem necessary. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (e) Without prejudice to paragraph (b) and the performance and reporting of audits inherent therein, the specific contract will be subject exclusively to the internal and external auditing procedures laid down in the financial rules, regulations, and directives of the Organization.

