



**MEMORANDUM OF AGREEMENT
BETWEEN THE
TRIBAL PROGRAM
AND THE
UNIVERSITY OF WISCONSIN SCHOOL OF MEDICINE
AND PUBLIC HEALTH**

1) Preamble

This Memorandum of Agreement (MOA) is entered into by and between the Tribal Program and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, a public educational Institution of the State of Wisconsin, hereinafter called “the University”.

Whereas the research program contemplated by this agreement is of mutual interest and benefit to the University and to Tribal Program, and will further the University’s and Tribal Program’s programmatic, instructional and research objectives in a manner consistent with each institution’s mission.

Now, therefore, the parties hereto agree as follows:

2) Purpose

The purpose of this MOA is to provide the research intervention to Tribal families.

3) Period of Performance

The project will be conducted during the period of May 1, 2013 through September 30, 2017.

4) Method of Payment

A subaward agreement between the University and Tribal Program will be established.

- a. The Tribal Program will submit invoices in United States Dollars for work done on a quarterly basis. The invoice shall reference the subaward agreement number and shall reflect summary detail, by budget category, of the costs incurred. A certified original shall be submitted to:

The University of Wisconsin-Madison
Research & Sponsored Programs
21 N. Park St., Suite 6401
Madison, Wisconsin 53715-1218
Attention: Robert Anderson

- b. Invoices received from the Tribal Program will be reviewed by the Principal Investigator and the

Office of Research & Sponsored Programs prior to payment. The University will pay invoices within 30 days of receipt of invoices.

- c. The final invoice shall be submitted by the Tribal Program within sixty (60) days of the termination of this Agreement.

4) Scope and Nature of Research Intervention

The Tribal Program and the University research team working in partnership on the project, shall implement the project, engaging families with children ages 2-5 with the goal of making healthy lifestyle changes. This project will 1) test the effectiveness of a healthy lifestyles curriculum with social support via Facebook and text message coaching to improve nutrition and physical activity levels in AI preschoolers and their primary caregivers vs. an active control of safety newsletters and 2) evaluate the impact of the CBPR process on research design, implementation and plans for local intervention sustainability.

5) Implementation Process and Responsibilities

A. The Tribal Program shall:

- a. Recruit XX participants to participate in program within a XX time period.
- b. Conduct all data collection visits to obtain physical measures and administer surveys. Data collection visits will occur at the time of enrollment, 6 months, 12 months, 18 months and 24 months.
- c. Work with the University team to provide social support via private Facebook group exclusively for Tribal participants.
- d. Report findings to Project team at the University.
- e. Serve as hiring agency for the local project site coordinator, and provide human resources, payroll and IT support.
- f. Provide office space with desk, internet connected computer, email, phone, fax machine, file cabinet with a lock, and access to mail/postage.
- g. Provide access to a private space to conduct data collection visits which is big enough to comfortably weigh and measure adults and kids. This space will also need to have table/chairs as adult participant will be filling out surveys.
- h. Ensure site coordinators have ability to access Facebook during working hours.
- i. Provide secure storage space for study related materials (as well as incentive items)

B. The University shall:

- a. Phone screen and enroll families into the XXX program.
- b. Manage the online data entry and tracking system and provide training to the site coordinator on use of this database.
- c. Provide lesson and incentives, text messaging and Facebook groups for families.
- d. Track results and feedback.
- e. Assist site coordinator by providing training on data collection, managing scheduling of

study visits, use of social media and answering questions and clarifying processes throughout the entire study.

- f. Be available during the course of the project to address questions that may arise and to present data back to the Tribe as preferred by the community.
- g. Provide the salary dollars to pay for a 0.5 FTE site coordinator at the Tribal program site.

C. Data Collection, Storage and Distribution

Information collected is to be shared, distributed, and stored in these agreed ways:

- a. Paper surveys containing participant data will be kept in locked filing cabinets in the Department of XXX at the University of Wisconsin-Madison. Contact sheets with name, address, phone number, and email will be kept separate from other data, with other information only identified with a Subject ID Number. A database will be set up and maintained at the University's Department of XXX and will include participants' name, address, phone number and email (personal identifiers), as well as physical measurement and survey data. Personal identifiers (name, phone number etc.) will not be accessible to data analysts. Information will be coded so that data will be identified by Subject ID Number only. Data entry staff and statistical analysts will only be able to access the data by a Subject ID Number. Only the Principal Investigator, Database Manager, University Project Manager, and local project program coordinator will be able to link the two components together, and will not do so unless there is specific need. The information collected during this study will be used by the researchers and research staff associated with the University and research staff at collaborating sites outside of the University, collaborating tribal sites, but will not include any data that could identify any individual. The University's Institutional Review Board, and a Data and Safety Monitoring Committee specific to this study may also review information collected. The study sponsor, the XX Institute at the National Institutes of Health may also have access to the data. Summaries of the data will be used for presentation and publication. Data used in presentations and publications will not include any personally identifiable information. Coded data (which does not contain any personally identifying information) will be retained by the University for at least 3 (three) years after the conclusion of the study as required by the National Institutes of Health. The University researchers will be available to answer questions and assist community members should community members decide to use these data for different purposes, beyond the objectives of this particular project.
- b. Periodically as agreed to and at the end of the project, the researchers will participate in community meetings to discuss the results of the project with community members.
- c. A final report will be distributed after review and comment from Tribal Nation.

D. Human Subjects Protection

- a. The project and procedures has been approved by the University's Institutional Review Board prior to the start of the project and will be re-approved by the University's IRB on an annual basis for the duration of the project.
- b. The project will be approved by the Nation's Tribal Council prior to the start of the project.
- c. Informed consent will be obtained from all adult participants. The consent form will be read by the interviewer to and signed by the respondents. A copy of the consent form will be left with the respondent so that the researcher can be contacted at any time, should the respondent wish to contact the researcher for additional information.
- d. The University and the Principal Investigator shall comply with all applicable Federal, State and Tribal law and all other Institutional Review Board policy, requirements, and guidelines for the protection of research participants. The University shall ensure the following matters and rights are addressed, including but not limited to; privacy, confidentiality, voluntary participation, and the prevention and remediation of health risks for the protection of participants and enhancing the benefits of the research for the participants.
- e. No publications, reports, or presentations will contain any identifying information about individual participants.

E. Publication

Tribal review and comment will be sought for all scientific publications and presentations to scientific meetings based on the project, with Tribal response provided within 30 days. Such requests will be submitted to the Tribal coordinator or his/her designee. In the absence of a written waiver, the University investigators may assume the ability to proceed only after the established time interval has expired. The time required for comment may be modified by the University investigators only in consultation with Tribal leadership and requests for such changes will be made to the Education Division Director. Tribal specific findings will remain confidential and the data presented in aggregate for all involved tribal communities. However, if any tribal specific data is to be presented, tribal approval will be sought prior to any presentations.

6) Changes to Research Intervention

Any proposed changes to the intervention will be submitted for Tribal input with tribal response provided within 30 days.

7) Disclaimers, Term and Termination of Agreement

A. Each party agrees that this MOA does not absolve them of responsibilities and obligations that have been or may be established in Constitutions, By-Laws, and Policies of each organization.

B. The effective date of this MOA is XX/XX/XXX – XX/XX/XXXX and remains in effect until amended or terminated.

C. The parties agree that this MOA may be terminated at any time upon thirty (30) calendar days notice by either party to the other party. This notice must be in writing, and addressed and delivered to the other party's signatory or signatories to this MOA.

8) Independent Contractor

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venture, or agent of the other and neither party has the authority to make any statement, representation, commitments, or action which would bind the other without the other party's prior written authorization. Unless otherwise agreed to in writing, each party shall be solely responsible for any wages, employment taxes, fringe benefits and work schedules of its own employees or agents.

9) Liability

To the extent authorized by secs. 893.82 and 895.46(1), *Wis. Stats.*, the University agrees to hold harmless the Tribal Program, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University.

The Tribal Program agrees to hold harmless the University, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the Tribal Program.

10) Liability

Each party warrants and represents that it has adequate liability coverage, such coverage being applicable to officers, employees, and agents while acting within the scope of their employment by said party.

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

11) Sovereign Immunity

Nothing in this MOA acts to waive the sovereign immunity of the Tribal Nation or the State of Wisconsin.

12) Waiver & Severability

Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect. If any part of this Agreement is held unenforceable, the rest of the Agreement will remain in full force and effect.

13) Assignment

Neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

14) Amendments

Amendments to this MOA shall be by mutual consent and shall become a part of this MOA by addendum. All amendments shall be signed by the signatories to this MOA.

Agreed:

Name and Title Date

Name and Title Date

Name and Title Date

Name and Title Date

Board of Regents of the University of Wisconsin System

Date

Read and Understood by:

University of Wisconsin School of Medicine and Public Health
XXX Project Director