



Co-Memorandum of Agreement between XX Center (Community Partner)  
and the University of Wisconsin-Madison

This Agreement is entered into by and between XX Center (Community Partner), hereinafter called 'XX' 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". In anticipation of benefits to each party, XX and the University agree as follows:

Whereas the research program contemplated by this agreement is of mutual interest and benefit to the University and to XX, and will further the University's and XX's programmatic, instructional and research objectives in a manner consistent with each institution's mission. In recognition of the advancement in community-engaged research locally and nationally, all research projects will be aligned with the XX mission:

[MISSION GOES HERE]

Now therefore, the parties hereto agree as follows:

#### SCOPE OF WORK

The University and the XX agree to perform the project (xyz) as set forth in Addenda (as applicable), hereinafter called "the Project." The Parties agree to use reasonable efforts to perform multiple community-engaged research projects to be defined together. Both parties acknowledge that they make no expressed or implied warranties for results of the research.

Any additional work not identified in the Exhibits, but indicated during the course of the Project, will be separately negotiated and funded in appropriate amounts to be agreed upon in writing by XX and the University.

#### PROJECT DIRECTION

The Project will be directed on behalf of the University by XX and XX, who will be accountable to the University as Co-Principal Investigators. A change of Co-Principal Investigator status will require University and XX agreement in writing.

The Project will be directed on behalf of the XX by XX, Program Director (or other Title), who will be accountable to the XX and the University as Co-Investigator. A change of Co-Investigator status will require University and XX agreement.

#### PERIOD OF PERFORMANCE

The Project will be conducted during the period of October 1, 2009 through May 31, 2014.

## PAYMENTS

An Academic Support Services Agreement {#xx-xxxx} between UW Institute for Clinical and Translational Research and the XX was established in June, 2010 {attached}.

## INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, 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.

## NOTICES

All notices shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice at the address given below.

## HUMANSUBJECTSPROTECTIONS

In the event that the Scope of Work of any project Involves the use of humans as research subjects, the parties will conduct such research in accordance with the written protocol approved by any Institutional Review/Ethics Board(s) or oversight body as required by federal law or the parties' institutional policies, other applicable law, and the University's ethical standards.

## CONFIDENTIAL INFORMATION

Unless otherwise required by law the parties will maintain in confidence proprietary or trade secret information disclosed or submitted to them by the other party which is designated in writing as confidential information at the time of disclosure ("Confidential Information").

Confidential Information does not include information which at the time of receipt:

- (a) Is generally available in the public domain or thereafter becomes available to the public through no act of the receiving party; or
- (b) Was independently known prior to receipt thereof or was discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or
- (c) Was made available to the receiving party as a matter of lawful right by a third party.

Each party retains the right to refuse to accept any Information which is not considered to be essential to the completion of the project.

The obligations of the parties under this paragraph shall survive and continue for one (1) year after termination of this Agreement.

## PUBLICATION

The University shall have the right to submit scholarly publications describing the Research. XX personnel shall be included as co-authors when their contributions to such publications warrant co-authorship according to scientific publishing standards. As co-authors, XX personnel shall *have* all rights and responsibilities in preparation of the publication as typically associated with that role including writing, revising and commenting upon drafts. Should a scholarly publication be developed that does not include XX personnel as co-authors, such publication will be provided to XX **thirty (30) days in advance of submission for review and comment**. In the event that XX comments are not incorporated into the publication, XX may submit to the publishing journal a dissenting opinion regarding the points in contention.

## DATA COLLECTION STORAGE AND DISTRIBUTION

The development of each Project is based on communication between XX staff members and researchers of the University. Reasonable efforts will be made by both parties to incorporate and address concerns and recommendations at each stage of a Project. At the start and end of a project, and as needed over the course of a project, the University and XX shall participate in meetings to develop and maintain a data management plan, including collection, storage, analysis, and reporting protocols.

Data collected will be stored, in paper and electronic forms in both agencies in secured predetermined locations (Original forms at the place of origin, XX, and hard copies at the University). The XX data will be identifiable for programmatic purposes and the University data will be de-identified for research purposes.

The informed consent of individual participants will be obtained before collecting any data from interactions with participants. The consent form will be provided to participants, a copy of which will be left with each participant. The consent form will contain contact information for the study team (representatives from University and XX), so that participants may contact them for additional information and any time during the Project.

The names of individual participants are confidential to the University and shall not be listed in any publication of the data. The individuals shall be identifiable by the XX staff on the study team. Individual participants shall be described in publications using coded references only.

## INDEPENDENT INQUIRY

Nothing in this Agreement shall be construed to limit the freedom of University researchers or XX staff who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than XX.

## LIABILITY

To the extent authorized by secs. 893.82 and 895.46(1), *Wis. Stats.*, the University agrees to hold harmless XX, 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.

XX 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 XX.

## INSURANCE

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<sup>1</sup> and agents thereof.

## PUBLICITY

Any press releases regarding the study will be made only upon the prior written approval of both parties. Neither party shall use the name of the other party in connection with any products, promotion, or advertising without the prior written approval of the named party.

## TERMINATION

This Agreement may be terminated by either party at any time prior to its full term of performance provided that a written notice is given to the other party thirty (30) days in advance. In the event of termination by either party, the other party will be reimbursed for all

non-cancelable costs and commitments incurred in performance of the study through the effective date of the termination.

#### GOVERNING LAW

This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Wisconsin.

#### 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.

#### ASSIGNMENT

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

#### MISCELLANEOUS

This Agreement is the entire understanding between the parties relative to this project. This Agreement may be changed only by written modification signed by both parties.

This Agreement shall take precedence over any conflicting administrative language contained in the Project.

#### COLLABORATION PRINCIPLES

Each collaborative project will advance the following principles:

*Collaboration:* XX and UW representatives will identify and capitalize on the strengths that each brings to an endeavor.

*Prioritization:* We agree to collaboratively address key elements of a health improvement model: a focus on a major area of health risk, a specific population, and on prevention of leading causes of death and disability.

*Leverage:* Each project will strive to use all resources available to the partner organizations to support program success, sustainability and expansion of community capacities and leadership

*Transformation:* We will strive to achieve sustainable change in systems (e.g. school curricula, services available through XX, resources available from XX and XX) that will ensure long term impact of each program

Additionally, we are committed to collaboratively developing future projects using a *community based participatory research* approach. This will require:

Building on the strengths and resources within the community, including the skills and assets of individuals, networks, institutions and organizations in the community;

Ensuring that project partnerships are equitable and collaborative in all aspects of the design, development, implementation and evaluation using processes that enable all parties to participate and influence the research process;

Promoting co-learning and capacity building among all partners; and

Collaboratively identifying dissemination practices that ensure findings and knowledge gained are made accessible to multiple stakeholders

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

Name and Title

Attachments