



UNIVERSITY OF MARYLAND
Research and Development

Subrecipient Sample Agreement

Institution/Organization ("UMB")		Institution/Organization ("Subrecipient")	
Name: University of Maryland, Baltimore Address: Office of Research and Development 620 W. Lexington Street, 4 th Floor Baltimore, Maryland 21201		Name: Address:	
University PI:		Collaborator PI:	
Prime Award No.:		Purchase Order No.:	
Prime Sponsor:		Subaward No.:	
Subaward Period of Performance:		UMB Ref. No.:	
		Amount Funded this Action: \$	
Project Title:			
UMB Terms and Conditions			
<p>1) UMB hereby awards a cost reimbursable Subrecipient Agreement, as described above, to Subrecipient. The scope of work and budget for this Subrecipient Agreement is shown in Attachment 5. Subrecipient will make all reasonable efforts to perform the work described in Attachment 5 and will provide all the necessary personnel and facilities to conduct the work of this Subrecipient Agreement. Any change in of the scope of work must be made by written Amendment of this Subrecipient Agreement and signed by an Authorized Official of both parties.</p> <p>2) Subrecipient’s work shall be directed by its Principal Investigator, whom is named above and in Attachment 3B. Subrecipient’s Principal Investigator is key personnel. An Authorized Official for both parties must approve a change of Key Personnel in writing.</p> <p>3) UMB shall reimburse Subrecipient on no greater than a quarterly basis for allowable costs actually incurred in performance of the work, based on invoices submitted in accordance with Attachment 4. Expenditures of Subrecipient shall conform to the budget and scope of work, shown in Attachment 5. All payments will be in U.S. dollars. Questions concerning payments should be directed to the appropriate party’s Financial Contact, shown in Attachment 3.</p> <p>4) A final statement of cumulative costs incurred marked “FINAL,” must be submitted no later than sixty (60) days after Subrecipient Agreement end date. The final statement of costs shall constitute Subrecipient’s final financial report.</p> <p>5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.</p> <p>6) Matters concerning the technical performance of this Subrecipient Agreement should be directed to the appropriate party’s Principal Investigator, as shown in Attachment 3. Technical reports are required as shown in Attachment 4, “Reporting Requirements.”</p> <p>7) Matters concerning the request or negotiation of any changes in the terms, conditions, or funding found in this Subrecipient Agreement; any changes requiring prior approval, notices or consents; should be directed to the appropriate party’s Administrative Contact, shown in Attachment 3. Any such changes made to this Subrecipient Agreement require the written approval of each party’s Authorized Official, shown in Attachment 3.</p> <p>8) In its performance of work under this Subrecipient Agreement, Subrecipient shall be an independent entity and not an employee or agent of UMB. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.</p> <p>9) Either party may terminate this Subaward with thirty (30) days written notice to the appropriate party’s Administrative Contact, shown in Attachment 3. In the event that the Prime Sponsor terminates the Prime Award, this Subrecipient Agreement will automatically terminate as of the effective date of termination of the Prime Award. Upon termination, Subrecipient will be reimbursed for allowable costs and non-cancellable commitments incurred prior to the date of termination, not to exceed the total amount authorized under this Subrecipient Agreement.</p> <p>10) No-cost extensions require the approval from UMB. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty (30) days prior to the desired effective date of the requested change.</p> <p>11) This Subrecipient Agreement is subject to the terms and conditions shown in Attachment 2. By signing below Subrecipient affirmatively makes the certifications and assurances shown in Attachment 1.</p>			
By an Authorized Official of UMB:		By an Authorized Official of Subrecipient:	
_____		_____	
NAME		NAME	
Date		Date	
Manager, Sponsored Programs Administration			

UMB Subrecipient Sample Agreement Template Certifications and Assurances

For the purposes of this Subrecipient Agreement, the term Federal refers to the United States Federal government. All references to legal codification refer to United States regulations and legislation, as applicable. By signing this Subrecipient Agreement, the authorized official of Subrecipient certifies and assures compliance with the following:

- **Human Subjects.** Subrecipient assures that human studies will not be performed unless and until an appropriate Institutional Review Committee (IRB) has reviewed and approved that the procedures -- which involve human subjects -- are in compliance with U.S. Federal, home country regulations, and other requirements. Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with **45 CFR Part 46 entitled, "Protection of Human Subjects"**, found at <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html>. Subrecipient will provide an IRB certification to University prior to issuance of a new Subrecipient Agreement, and at least annually thereafter. Certifications should be sent to UMB's Administrative Contact, specified in Attachment 3A. Subrecipient will bear full responsibility for the proper and safe performance of its work and services involving human subjects under this Subrecipient Agreement.
- **HIPAA.** Subrecipient assures research performed under this Subrecipient Agreement is compliant with the **Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191**. The parties agree that any use of Protected Health Information, as defined in HIPAA, shall be subject to the authorization provided by the patient in an informed consent or other authorization document.
- **Use of Vertebrate Animals.** Subrecipient assures that any use of vertebrate animals conducted within the scope of work under this Subrecipient Agreement complies with the **U.S. Animal Welfare Act 7 USC 2131 et seq.; 9 CFR Subchapter A, §§ 1-3(a-f)**, which may be found at <http://www.gpo.gov/fdsys/pkg/USCODE-2009-title7/html/USCODE-2009-title7-chap54.htm>; and will follow the guidelines prescribed in "**Guide for the Care and Use of Laboratory Animals**", which may be found at <http://www.nap.edu/readingroom/books/labrats>. Experiments involving vertebrate animals will be reviewed and approved by Subrecipient's Institutional Animal Care and Use Committee (IACUC). Subrecipient certifies that its IACUC is in compliance with all Federal regulations and has an approved assurance on file with the Department of Health and Human Services. Subrecipient shall send certification of such IACUC approval to UMB prior to issuance of a new Subrecipient Agreement, and at least annually thereafter. Certifications should be sent to UMB's Administrative Contact as specified in Attachment 3A. Subrecipient will bear full responsibility for the proper and safe performance of its work and services involving the use of animals under this Subrecipient Agreement.
- **Debarment and Suspension.** Subrecipient certifies that neither it, nor its Principal Investigator, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Subrecipients that are foreign governments or governmental entities, public international organizations, or foreign-government-owned or -controlled (in whole or in part) entities are not subject to the debarment or suspension certification requirement. All other institutions and organizations are subject to these requirements.
- **Conflict of Interest.** Subrecipient certifies that it has and maintains an appropriate, **written and enforced policy on conflict of interest** and that its key personnel and other individuals who have substantial involvement in the performance of this Subrecipient Agreement have been informed of and are compliant with that policy.
- **Research Misconduct.** Subrecipient certifies that it is in compliance with the research misconduct requirements included in the University System of Maryland "**56.0 III-1.10 Policy on Misconduct in Scholarly Work**", which can be found at <http://www.usmd.edu/regents/bylaws/SectionIII/III110.html>
- **Anti-Terrorism.** Subrecipient assures that it is familiar with the U.S. Executive Orders and Federal Laws that prohibit the provision of resources and/or support to an individual and/or an organization associated with terrorism and the terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union, found at <http://www.state.gov/j/ct/rls/other/des/123085.htm>, <http://www.un.org/en/sc/ctc/>, <http://www.consilium.europa.eu/policies/fight-against-terrorism/documents/eu-terrorist-listregime?lang=en>. Subrecipient will use reasonable efforts to ensure that none of the funds provided under this Subrecipient Agreement will be used in support of or to promote violence, terrorist activity or related training, or money laundering.

General Terms and Conditions:

1. Inventions, Intellectual Property, Licenses.

All right and title to UMB Inventions will belong to UMB subject to the terms and conditions of this Agreement. UMB will notify Subrecipient promptly in writing of any UMB Inventions.

All right and title to Subrecipient 's Inventions will belong to Subrecipient except that UMB has the right to use Subrecipient 's Inventions in accordance with General Terms and Conditions Section 2. Subrecipient will notify UMB promptly in writing of any Subrecipient Inventions.

All right and title to Joint Inventions will belong jointly to UMB and Subrecipient subject to the terms and conditions of this Agreement. UMB will notify Subrecipient promptly in writing of any Joint Inventions.

If Subrecipient directs that a U.S. or foreign patent application for UMB Inventions or Joint Inventions be filed, UMB or, at UMB's option, Subrecipient, will promptly prepare, file, and prosecute such applications. Subrecipient will bear all costs incurred in connection with the preparation, filing, and prosecution of such U.S. and foreign patent application(s) directed to UMB Inventions or Joint Inventions and the maintenance of any resulting patents. At UMB's option, Sponsor will pre-pay or directly pay all costs in connection with the preparation, filing, and prosecution of such U.S. and foreign patent application(s) directed to UMB Inventions or Joint Inventions, and the maintenance of any resulting patents, including charges and statements from patent counsel. Subrecipient will cooperate with UMB to assure that such application(s) will cover, to the best of Subrecipient's knowledge, all items of commercial interest and importance. If UMB is prosecuting the patent application, UMB will be responsible for making decisions regarding scope, content, and prosecution of the application to be filed, but Subrecipient will be given an opportunity to review the application(s) and to provide input. If Subrecipient is prosecuting the patent application, Subrecipient will be responsible for making decisions regarding scope, content, and prosecution of the application to be filed, but UMB will be given an opportunity to review the application(s) and to provide input. UMB or Subrecipient, whichever is prosecuting the patent application, will keep the other party advised as to all material developments with respect to such application(s) and will promptly supply to the other party copies of all papers received and filed in connection with the prosecution of such application(s) in sufficient time for the other party to comment.

If Sponsor decides not to file or not to continue prosecuting a patent application, or decides to discontinue the financial support of the prosecution of a patent application or the maintenance of a resulting patent for UMB Inventions or Joint Inventions, UMB will be free to file or continue prosecuting any such application(s), and to maintain any resulting patents, in the U.S. and in any foreign country, at UMB's sole expense. Subrecipient will have no rights in the application(s) or resulting patent(s) for the UMB Inventions or Joint Inventions that Subrecipient is not supporting financially. Additionally, upon UMB's request, Subrecipient will assign, in writing, its interest in the Joint Inventions that it is not supporting to UMB.

To the extent UMB is able to do so under the University System of Maryland Intellectual Property Policy, under UMB's agreements with other sponsors of research, and under the provisions of 35 U.S.C. Sections 201 *et seq.* and all implementing regulations, UMB grants to Subrecipient the first option, at Subrecipient's sole election, to obtain a worldwide, exclusive, royalty-bearing license to practice commercially UMB Inventions and UMB's interest in Joint Inventions. Such option with respect to each UMB Invention or Joint Invention will extend for 120 days after the date Subrecipient receives written notice of the UMB Invention or Joint Invention. Subrecipient may exercise its option by executing a license agreement with UMB prior to the end of the 120 day period. UMB agrees to negotiate the terms of a license agreement in good faith. If Subrecipient does not execute a license agreement with UMB with respect to UMB Inventions or UMB's rights in Joint Inventions within the 120 day period, Subrecipient will have no rights in the UMB Inventions or in UMB's rights in Joint Inventions and, upon request, will confirm by written assignment that Subrecipient has no rights in such UMB Inventions or in UMB's rights in such Joint Inventions.

Subrecipient may elect to have a license covering a limited geographic territory or restricted to particular uses or applications of the UMB Inventions or Joint Inventions. If Subrecipient makes such an election with respect to UMB Inventions or UMB's rights in Joint Inventions, UMB may license the UMB Invention or UMB's rights in Joint Inventions to others on terms consistent with Subrecipient's rights.

If Subrecipient elects to obtain a license, the parties will negotiate in good faith a reasonable royalty rate at the time Subrecipient decides to exercise its option. The royalty and other terms reasonable for a license agreement or required by terms of this Agreement will be included in a license agreement.

Subrecipient agrees to exercise reasonable efforts to develop and subsequently to market products and/or processes arising from UMB Inventions or Joint Inventions and licensed to Subrecipient. If Subrecipient fails at any time to

exercise such effort during the term of the license, UMB will have the right to terminate the license in its entirety or with respect only to specific products and/or processes as to which Subrecipient has not exercised the required efforts.

UMB has the right of continued use and the option to permit other private or public educational institutions to use Inventions on a royalty-free basis for research and education, but not for commercial purposes, subject to confidentiality requirements.

2. **Copyrighted Material.**

Subject to its legal ability to do so, Subrecipient shall grant to UMB an irrevocable, royalty-free, non-transferable, non-exclusive right, and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subrecipient Agreement for the purpose of education and research.

Copyright and all other rights in any software or other works created in the course of the Project Work will be owned by UMB.

3. **Data Rights.**

Research Data, including any information including, without limitation, documents, drawings, models, designs, data, memoranda, tapes, records, formulae and algorithms, in hard copy form or in electronic form, resulting from the scope of work is owned by UMB subject to Subrecipient's right to use it in accordance with the terms of this Agreement. If the Project Work is a collaborative effort between UMB and Subrecipient, any Research Data generated by employees of Subrecipient may be obtained and used by UMB at any time for research and educational purposes.

Subrecipient recognizes that under UMB academic policy Research Data must be publishable. Subrecipient agrees that UMB Personnel will be permitted to present the methods of the scope of work and the Research Data at symposia and professional meetings, and to publish in journals, theses, dissertations, or other publications or presentations of their own choosing in accordance with this Section 3. Data Rights.

UMB will request that UMB Personnel furnish Subrecipient a copy of any proposed publication or presentation at least 30 days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Subrecipient will have thirty 30 days after receipt of the copy to object to the proposed presentation or publication because there is patentable subject matter which needs protection or there is Confidential Information of Sponsor contained in the proposed publication or presentation, or both.

4. **Audit.** Subrecipient will maintain books, records, documents, and other evidence relating to the work under this Subrecipient Agreement in accordance with generally accepted accounting principles as described in **2CFR 200 Uniform Guidance**, to clearly and easily identify expenses under this Subrecipient Agreement separately from other costs of Subrecipient. Accounting records that are supported by documentation must, as a minimum, be adequate to show all costs incurred under this Subrecipient Agreement, receipt and use of goods and services acquired under this Subrecipient Agreement, the costs of the work supplied from other sources, and the overall progress of the project. Subrecipient's records which pertain to this Subrecipient Agreement will be retained for a period three (3) years following Subrecipient's receipt of final payment, or, if an audit begins prior to that period, until the audit is completed and all resulting questions are resolved. Documentation maintained in accordance with this provision will be subject to inspection and audit by authorized representatives of UMB or independent auditors acting on the UMB's behalf. Subrecipient will be responsible for reimbursement of any and all audit exceptions identified in the course of such an audit.

5. **Confidentiality.** For the purposes of this Subrecipient Agreement, Confidential Information means any knowledge, practice, process, or other information which has not been made public, which one party provides to the other party, or which UMB provides to Subrecipient. This includes -- without limitation -- any documents, drawings, sketches, models, designs, methods, technical solutions, reports, hypotheses, memoranda, tapes, records, formulae and algorithms, financial information, and/or commercial information given orally, in hard copy form, or in electronic form.

All Confidential Information will be clearly marked as "Confidential" by the disclosing party and, if not in written or tangible form when disclosed, will be indicated as confidential upon disclosure and then summarized in writing so marked as confidential by the disclosing party and distributed to the receiving party within thirty (30) days after disclosure. During the period of this Subrecipient Agreement and for three (3) years following the expiration or termination of this Subrecipient Agreement, each party shall maintain -- in confidence -- all Confidential Information received in performance of the work under this Subrecipient Agreement and shall not use, grant the use of, or disclose to any third party the Confidential Information of the other party, unless expressly permitted in writing. The parties will use the same level of care to prevent the use or disclosure of Confidential Information as it uses in protecting its own Confidential Information. Confidential Information of the other party may be provided on a need-to-know basis to those directors, officers,

employees, consultants, students, legal and financial advisors, clinical investigators, contractors, sub-licensees, distributors, or permitted assignees to the extent such disclosure is reasonably necessary in connection with the disclosing party's performance of its work under this Subrecipient Agreement. The disclosing party must obtain an assurance from any such recipient to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Subrecipient Agreement, under terms at least as restrictive as those of this Subrecipient Agreement. Notwithstanding the preceding, Subrecipient agrees that UMB can share Confidential Information with its donors under appropriate confidentiality terms at least as restrictive as those of this Subrecipient Agreement.

The obligations of non-disclosure and non-use do not apply to any Confidential Information that the receiving party can demonstrate by reliable written evidence was:

- a) Generally available to the public at the time of disclosure;
- b) Generally available to the receiving party or becomes generally available to the public other than through a breach of this Subrecipient Agreement after receipt by the receiving party;
- c) Already in the possession of the receiving party at the time of the disclosure, other than pursuant to a confidential disclosure agreement between the parties, and not due to any unauthorized act by receiving party;
- d) Acquired by the receiving party on a non confidential basis from any third party having a lawful right to disclose it to the receiving party;
- e) Developed by receiving party prior to the disclosure or corresponds to information developed by receiving party independent of and with no reliance upon the disclosing party's Confidential Information; or
- f) Required by law to be disclosed. However, the receiving party must promptly inform the other party of the obligation by law to disclose prior to such disclosure.

Upon termination of this Subrecipient Agreement, each party will destroy or return to the other party, as directed by the disclosing party, all material received by it, which may be classified as Confidential Information of the other party. However, the receiving party may retain a single archived copy for legal purposes. Subrecipient acknowledges that the records of UMB are subject to the **Maryland Public Information Act** (hereinafter: "Act") **Section 4-101 et seq., General Provisions Article, Annotated Code of Maryland.**

6. **Publication.**

UMB's principal investigator and Subrecipient's participating author(s) will collaborate regarding determination of authorship on publications. Qualification for authorship will be in keeping with generally accepted criteria for peer-reviewed publications. Subrecipient will provide all proposed publications and presentations to UMB's principal investigator for review and comment at least forty-five (45) days prior to submission for publication or presentation. If within such forty-five (45) day review period, UMB identifies Confidential Information or information which it reasonably determines may be patentable, Subrecipient agrees to remove such Confidential Information from the presentation or publication and to delay the presentation or publication for an additional period of no longer than Seventy five (75) days to allow UMB to permit preparation and filing of an application for patent or other intellectual property right to protect the identified information.

Support by the Prime Sponsor must be acknowledged in each publication and presentation as follows: *This project was supported by U.S. Department of Health and Human Services, Administration for Children, Youth and Families, Children's Bureau, grant #90CW1145 as part of The National Quality Improvement Center on Tailored Services, Placement Stability and Permanency for Lesbian, Gay, Bisexual, Transgender, Questioning, and Two-Spirit Children and Youth in Foster Care* The contents of this publication do not necessarily reflect the views or policies of the funders, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Department of Health and Human Services.

7. **Publicity.**

Neither Sponsor nor UMB will use the name of the other or the name of any employee of the other, or any adaptation of such names, in any advertising, promotional, or sales literature without obtaining the prior written consent from the other party. Either party may make this Agreement available for public inspection on the condition that Confidential Information will remain confidential in accordance with Article 11. Either party may publicize the fact that the parties have made this Agreement and the general nature of the Project Work.

8. **Independent Contractors.** UMB and the Subrecipient are not partners, joint venturers, agents, representatives or employees of the other, nor is there any status or relationship between them other than that of independent contractors. **Neither party has any responsibility or liability for the actions of the other party except as specifically provided in**

this Subrecipient Agreement. Neither party has any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other party.

9. **Disputes.** Resolution of disputes involving technical issues must be resolved through good faith negotiations. Any dispute arising under or related to this Subrecipient Agreement shall be resolved to the maximum possible extent through negotiations and settlement.
10. **Subcontractors.** Subrecipient will not subcontract for any of the services to be performed under this Subrecipient Agreement without the prior written consent of UMB.
11. **English Language.** In the event that a translation of this Subrecipient Agreement is prepared and signed by the parties for convenience of the Subrecipient, this English language version will be the official version, and its language will govern.
12. **Export Controls.** The use and disclosure of technical information generated in the United States pursuant to this Subrecipient Agreement and the exercise of licenses will be subject to the export, assets, and financial control regulations of the United States that may be applicable to direct or indirect re-exportation of such technical information or of equipment, products, or services directly produced by use of such technical information.
13. **Modification or Waiver.** This Subrecipient Agreement, including Attachments, may not be amended or modified. No right or remedy of either party may be waived. Unless and until such an amendment, modification, or waiver is in placed writing and signed by a duly Authorized Official of each party.
14. **Force Majeure.** Neither party is liable for failure or delay in performing any of its obligations under this Subrecipient Agreement if the failure or delay is required in order to comply with any governmental regulation, request or order; or necessitated by another circumstance beyond the reasonable control of the party so failing or delaying, including but not limited to Acts of God, war (declared or undeclared), insurrection, fire, flood, accident, labor strikes, work stoppage or slowdown (whether or not such labor event is within the reasonable control of the parties), or inability to obtain raw materials, supplies, power or equipment necessary to enable a party to perform its obligations. Each party will:
 - (a) Promptly notify the other party in writing of an event of force majeure, including:
 - (i) Expected duration of the event; and
 - (ii) Event's anticipated effect on the ability of the party to perform its obligations; and
 - (b) Make reasonable efforts to remedy the event of force majeure.
15. **Assignment.** Neither party may assign this Subrecipient Agreement in whole or in part without the prior written consent of the other party, which must not be unreasonably withheld.
16. **Severability.** If any condition or provision in any Article of this Subrecipient Agreement is held to be invalid or illegal or contrary to public policy by a court of competent jurisdiction from which there is no appeal, this Subrecipient Agreement will be construed as though the provision or condition did not appear. The remaining provisions of this Subrecipient Agreement will continue in full force and effect.
17. **Entire Agreement.** This Subrecipient Agreement, including its Attachments, represents the entire understanding between the parties. There are no awards, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter of this Subrecipient Agreement, that are not merged in this Subrecipient Agreement.

Special Terms and Conditions:

1. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/policies-regulations/index.html>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHSGPS.

This award is subject to the requirements or limitations in any applicable Appropriations Act.

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-awardrequirements>.

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements.

For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-awardrequirements>.

This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children and Families
U.S. Department of Health and Human Services
Office of Grants Management
ATTN: Grants Management Specialist
330 C Street, SW., Switzer Building
Corridor 3200
Washington, DC 20201

AND

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

AND

University of Maryland, Baltimore
Office of Research & Development
Sponsored Programs Administration
620 W. Lexington Street, 4th Floor
Baltimore, MD 21201
410-706-6723
410-706-6630 (fax)
Attn: Dennis J. Paffrath, Assistant Vice President, SPA
dpaffrat@umaryland.edu

UMB Contacts

Institution/Organization ("University")

Institution's Legal Name: University of Maryland, Baltimore
Address: Office of Research and Development
620 W. Lexington Street, 4th Floor
City: Baltimore State: MD Zip: 21201 Country: USA

Administrative Contact

Name: Title: Manager, Sponsored Programs Administrator
Address: Office of Research and Development
620 W. Lexington Street, 4th Floor

City: Baltimore State: MD Zip: 21201 Country: USA
Country: USA
Telephone: 410-706- Fax: 410-706- Email: email

Principal Investigator

Name: Title:
Address:

City: Baltimore State: MD Zip: Country: USA
Country: USA
Telephone: 410-706- Fax: 410- Email:

Financial Contact

Name: Maureen Clifton Title: Manager, Accounts Payable
Address: Saratoga Street Garage and Offices
220 Arch Street, 13th Floor, 2nd Level

City: Baltimore State: MD Zip: 21201 Country: USA
Country: USA
Telephone: 410-706-2931 Fax: 410-706-3429 Email: mclifton@af.umaryland.edu

Authorized Official

Name: Title: Manager, Sponsored Programs Administration
Address: Office of Research and Development
620 W. Lexington Street, 4th Floor

City: Baltimore State: MD Zip: 21201 Country: USA
Country: USA
Telephone: 410-706- Fax: 410-706- Email:

Subrecipient Sample Agreement Template

Subrecipient Contacts

Institution/Organization ("Subrecipient")

Institution's Legal Name: _____

Address: _____

Country: _____

DUNS Number: _____ US Federal Tax ID: _____

Administrative Contact

Name: _____ Title: _____

Address: _____

Country: _____

Telephone: _____ Fax: _____ Email: _____

Principal Investigator

Name: _____ Title: _____

Address: _____

Country: _____

Telephone: _____ Fax: _____ Email: _____

Financial Contact

Name: _____ Title: _____

Address: _____

Country: _____

Telephone: _____ Fax: _____ Email: _____

Authorized Official

Name: _____ Title: _____

Address: _____

Country: _____

Telephone: _____ Fax: _____ Email: _____

UMB Subrecipient Sample Agreement Template
Reporting Requirements

- **Technical reports.** Due as reasonably requested by UMB's principal investigator to enable the UMB to fulfill its reporting requirements in accordance with the scope of work, shown in Attachment 5. A final technical progress report is to be submitted to UMB's principal investigator within sixty (60) days following the termination or expiration of this Subrecipient Agreement.
- **Invention Reports.** Subrecipient shall notify UMB's Administrative Contact, shown in Attachment A3, within two (2) months after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters.
- **Invoices/expenditure reports.** Due within sixty (60) days after the end of each quarter. The reports should reference the UMB's Purchase Order number assigned to this Subrecipient Agreement, include current and cumulative costs categorized by budget category, indicate the time period during which the current expenditures were incurred, contain sufficient detail to enable the UMB's principal investigator and Office of Financial Services to review and approve them, and shall include the signature of Subrecipient's applicable official certifying as to truth and accuracy of the report.

Invoices/expenditure reports are to be sent to:
University of Maryland, Baltimore
Department of Financial Services
220 Arch Street, 2nd Office Level
Baltimore, Maryland 21201-1531
USA

A final invoice/expenditure report must be designated as "Final" and must be submitted no later than sixty (60) days after termination or expiration of this Subrecipient Agreement.

DATA USE AGREEMENT

Between

University of Maryland, Baltimore on behalf of its School of Social Work

and

_____ *[insert name of local implementation site]*

_____ *[insert name of local implementation site]*

(hereinafter referred to as the “Provider”) enters into this Data Use Agreement (DUA) to allow the transmission of data to the University of Maryland, Baltimore on behalf of its School of Social Work (hereinafter referred to as the “University”); these data will be used for monitoring interventions implemented as part of the National Quality Improvement Center (QIC) on Tailored Services, Placement Stability and Permanency for Lesbian, Gay, Bisexual, Transgender, Questioning, and Two Spirit (LGBTQ2S) Children and Youth in Foster Care, including evaluation and research activities related to the implementation and effectiveness of this effort.

Description of Data to be shared:

The data to be shared includes Site-Level Data (as hereinafter defined), Individual-Level Data (as hereinafter defined), and Administrative Data (collectively the “Data”).

Site-Level Data: The Site-Level Data includes information that will be used to assess program implementation, operations, and service delivery. Site-Level Data may include readiness assessment to understand baseline functioning, including climate for EBP implementation, workforce readiness, and other needs; these data may be collected using methods like online surveys or face-to-face interviews with key informants. In addition, meetings and events involving planning, training, technical assistance will be tracked, along with stakeholder participation at each. Programmatic costs will also be collected for each site. The University of Maryland evaluation team will work with each site to collect and manage their Site-Level Data. These data will not be considered as human subjects data.

Individual-Level Data: Individual-Level Data is information that will be collected from each intervention’s participants. Participants will vary depending on the type of intervention selected by each site but may include youth, families, or members of the child welfare workforce. These data will be used not only to answer questions about program processes (e.g., numbers referred, enrolled, and served) but will also be used to assess program efficacy. Accordingly, these data will include measures of service delivery (i.e., case processing dates, discharge reasons, etc.) as well as measures of outcomes surrounding permanency, placement stability, safety, risk and protective factors, substance use outcomes (i.e., child & parenting effects), medical outcomes or needs, and needs identified by families and/or program staff, as appropriate. Well-being measures will capture domains of psychological functioning, including suicidality, social functioning and social supports; substance use; physical health; housing stability; school performance and connectedness; physical safety; and relationship with the child welfare

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workforce. Participation demographics, including multi-dimensional concepts of sexual behavior, attraction, gender expression, and self-identification, will also be collected. Measurement for the child welfare workforce will address knowledge, attitudes and views toward LGBTQ2S youth; practices and policies supporting LGBTQ2S child welfare workers will also be assessed. Individual-Level Program Data will be collected through the on-line training platform using the online survey program Qualtrics. Qualtrics uses Transport Layer Security (“TLS”) encryption (also known as HTTPS) for all transmitted data. Qualtrics’ services are hosted by trusted data centers that are independently audited using the industry standard SSAE-16 method.

Administrative data: Child welfare system administrative data represent an additional source of information for understanding permanency and placement stability following the conclusion of interventions. To the extent possible, the University will work with the Provider to obtain these data. Data will be transferred through the University’s secure file transfer system, Accellion.

1. Purpose and Scope. The QIC, in collaboration with the Children's Bureau, will work with selected sites to implement promising, evidence-informed, and/or evidence-based practices that improve placement stability, well-being, and permanency for children and youth in foster care. As part of this work, the University will collect, manage, and analyze process and outcome data (i.e., utilization, user characteristics, performance) to inform and enhance implementation efforts. Data will be compiled and analyzed and may be presented in reports, presentations, and manuscripts.
2. Collaborations. The QIC will be comprised of the University and several other partners, including the Ruth Ellis Center, Human Service Collaborative, Tufts University, Native Indian Child Welfare Association, and Youth MOVE National.
3. University Responsibilities.
 - a. The University will, in accordance with this agreement, collect and analyze Site-Level, Individual Level, and Administrative Data.
 - b. The University will link the individual-level data to administrative data and to data from site-level assessments in order to better understand implementation.
 - c. The University will generate reports for Local Implementation Sites.
 - d. The University will submit to monitoring and maintain approval of human subjects research as required by the University Institutional Review Board.
 - e. The University, in accordance with this agreement, will maintain the QIC-LGBTQ2S data in full compliance with applicable federal and state privacy and confidentiality laws.
 - f. The University will not share any identified information, with the exception of user access issues where technical assistance may be needed; all reports will present aggregate data.
 - g. The University will limit access to the data files to only approved members of the evaluation team. These members include University employees as well as contractors or consultants hired through a subcontract to assist with the project.

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- h. The University will advise all such staff of the confidentiality of the data and of their obligations pursuant to this MOU.
 - i. The University will retain the rights to publish or present aggregate findings from the data in peer-reviewed journals and conference presentations. Sites will not be identified by name in these reports.
4. Local Implementation Site Responsibilities.
- a. The Local Implementation Site agrees to participate in the QIC evaluation efforts. This will include direct collection of data from participants and key informants as well as administrative data and data collected related to implementation readiness.
 - b. The Local Implementation Site agrees to inform the University about any additional permissions or Institutional Review needed to allow for data collection from participants or for dissemination of aggregated data in reports or publications.
5. Term and Termination.
- a. This MOU is effective upon execution and shall remain in effect unless modified or terminated. With written consent of both the Local Implementation Site and the University, this MOU may be modified at any time. Either the Local Implementation Site or the University may terminate the MOU with sixty (60) days advance written notice, setting forth the reasons for termination.
 - b. Prior to termination the parties shall meet to determine if they can resolve their issues in order to continue data sharing.
6. Indemnity.
- Local Implementation Site shall indemnify, defend, and hold harmless the University against any and all claims, costs or liabilities, including attorney's fees and court costs at both trial and appellate levels, for any loss, damage, injury or loss of life, other than that attributable solely to fault or negligence of the University, or its personnel, (a) caused by the actions of Local Implementation Site, its officers, servants, or agents, or third parties acting on behalf of or under authorization from Local Implementation Site in the performance of this Agreement; (b) arising out of use by Local Implementation Site or by any third party acting on behalf of or under authorization from Local Implementation Site of products or processes (including licensed University Intellectual Property or Joint Intellectual Property) developed or made as a result of information or materials received from University; or (c) arising out of use by University or its personnel or products or processes developed by Local Implementation Site or its officers, servants, or agents, or by third parties acting on behalf of or under authorization from Local Implementation Site.
7. General.
- a. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.
 - b. The parties agree that this Agreement may not be modified, except in writing and if signed by both parties.
 - c. Neither party is authorized or empowered to act as an agent for the other for any purpose,

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and shall not on behalf of the other enter into any contract, warranty, or representation as to the other.

- d. This Agreement is made in addition to, and does not supersede, any of the University's institutional policies or any local, State, and/or Federal laws and regulations.

In acknowledgment of the foregoing, these authorized signatories of the Pilot Site and the University do hereby attest to their acceptance of the terms and conditions of this Agreement.

The University

[Local Implementation Site]

Name

Name

Signature

Signature

Date

Date