

RESEARCH FORUM SERIES

Core Curriculum Module C

Research Partnerships: The Challenges of Collaboration

Part 2: Development and Construction of a

Technical Assistance Agreement

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Handout for Group Exercise

LETTER OF AGREEMENT BETWEEN THE FAMILY CARE CENTER AND

THE DEPARTMENT OF FAMILY MEDICINE,

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY-

ROBERT WOOD JOHNSON MEDICAL SCHOOL

The Family Care Center, hereafter the FCC, and the Department of Family Medicine, UMDNJ-Robert Wood Johnson Medical School, hereafter the DFM/UMDNJ-RWJMS, wish to enter a formal Agreement. The primary purpose of this agreement is to carry out a focus group survey for the FCC. The FCC will work collaboratively with the DFM/UMDNJ-RWJMS on this project, hereafter know as the Survey Project. Terms of this agreement are outlined below.

LETTER OF AGREEMENT BETWEEN PROGX AND INSTY

[A GENERIC EXAMPLE]

The PROGX, hereafter the XX, and the INSTY, hereafter YY, wish to enter a formal agreement. The primary purpose of this agreement is to carry out an evaluation of PROGX. YY will work collaboratively with the XX on this evaluation project hereafter known as PROJECTX. Terms of this agreement are outlined below.

TERMS

1. XX and YY agree to maintain an effective collaborative relationship for the PROJECTX. To further the objectives of the Memorandum of Agreement, XX and YY agree to communicate regularly and to meet on an as-needed basis.

2. The XX shall submit the PROJECTX protocol to the MM Institutional Review Board for approval.
3. NN will serve as a liaison in monitoring and reporting the overall progress of the PROJECT X. The Project Director in the XX for this agreement is QQ.
4. By mutual written agreement, XX and YY may expand/modify the scope of or terminate continuation of the PROJECTX.
5. The XX and YY agree that continuation of PROJECTX is contingent on availability of funds. If XX deems that funds applicable to this agreement will not be available any time during the agreement term, XX may issue a termination notice by certified mail to the designated YY representatives at least twenty (20) working days before the effective date that funds to continue this agreement will no longer be available.
6. If the agreement is terminated, YY shall within 20 working days supply XX with financial statements detailing all costs up to the effective date of termination. The sole and complete remedy to YY shall be payment for services completed before the effective date of termination. If there remain any unexpended funds as provided for under this agreement, YY shall remit that fund within 20 working days to an account designated by XX.
7. Either XX or YY, for material breach by either party, may terminate this agreement, provided that at least 20 working days prior notice of such breach and intent to terminate has been given to the other party and such breach has not been satisfactorily cured within the said 20 working days period.
8. Representatives from YY agree to follow all State and Federal standards to safeguard the confidentiality of records and databases used for the PROJECTX. YY will store data tapes and paper documents in a secured location.
9. Representatives from YY agree not to reveal the results of PROJECTX, in part or entirely, to any individual or party before the XX has had the opportunity to review, for a period up to 20 working days, and to suggest revisions to the content of any proposed oral presentation, or to the text of any proposed publication. This clause is not intended to restrict XX or YY from utilizing agreement data or findings in published documents or public presentations entirely at their own discretion following the YY submission of the final evaluation report to XX, subject to confidentiality requirements.
10. XX and YY agree to work collaboratively in reviewing and editing the final report resulting from the PROJECTX. Representatives of XX, if they should desire, shall be co-authors with representatives of YY for all published documents resulting from the PROJECTX. If representatives of XX desire not to be included in the authorship, YY agrees to include a disclaimer with any such publications and presentations, indicating that the authors' opinions are not necessarily the opinions of XX.
11. YY shall give access to all records, data, statistical reports pertaining to PROJECTX during normal business hours or at an arranged time to the representatives of XX.
12. Records, data, and statistical programming used for the PROJECTX shall not be destroyed or deleted for up to four years after the completion of the PROJECTX. Upon request, representatives of YY shall return the original data tapes to XX within ten working days.

DELIVERABLES

1. For PROJECTX, XX shall delivery copies of tapes containing data files to representatives of YY at last R weeks before the final report is due to XX.

2. YY agrees to present a draft copy of the report for the analysis of the data, containing statistical findings, interpretations and recommendations in narrative form, at least 10- working days before the due date of the project. Mutually agreed modifications to the draft copy shall be incorporated into the report by the due date.
3. For the analysis and report on data to be evaluated, the XX shall provide to a designated account at the YY funding in an amount of \$\$\$\$. Half of this amount shall be provided at the time of the transfer of the data to YY, and half at the completion of the final report.

GENERAL PROVISIONS

1. Entire Agreement - The entire agreement between the parties is contained in this agreement document with attachments. This agreement supersedes all oral agreements and negotiations between the parties.
2. Non-Employment - This is not an agreement for employment. The representatives of YY are independent evaluators in the performance of their obligation. There is no duty created by this agreement for XX to defend or indemnify these evaluators.
3. Civil Rights - YY shall be in compliance with all federal and state civil rights laws and regulations with respect to equal employment opportunity.
4. Title VI - YY shall be in compliance with Title VI of the 1964 Civil Rights Act as amended and with all other federal, state, and local laws and regulations regarding the provision of services.
5. Section 504 - YY shall be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state and local Section 504 laws and regulations.
6. Americans with Disabilities - YY shall be in compliance with The Americans with Disabilities Act of 1990 and with all federal, state and local laws and regulations regarding the Americans with Disabilities Act.
7. Affirmative Action - YY shall be in compliance with all federal, state, and local laws and regulations regarding affirmative action.
8. Equal Opportunity - YY shall exclude no person from the participation in or receipt of program activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability. Neither shall Evaluator discriminate against any person in employment or application for employment on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
9. Nondiscrimination - YY shall carry out all activities under the terms of this agreement in a manner that does not discriminate against any person on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
10. Use of name - Neither party shall utilize the other's name in any promotional or advertising context or press release without prior written consent of the other.

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