

RESEARCH ADMINISTRATION SERIES: AGREEMENT TYPES

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Overview of Today's Agenda

- Funded Agreements
- Funded Agreement Entities
- Non-Funded Agreement
- Agreement Terms & Conditions
- Agreement Processing & Routing
- Case Studies

Funded Agreements

- Fixed Price
- Cost Reimbursable
- Grants
- Clinical Trials
- Fee for Service
- Outgoing Subawards

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Sponsored Research Projects

What is Sponsored Research?

- A project funded by an award from a grant, contract, or cooperative agreement under which the UW agrees to perform a certain scope of work, according to specified terms and conditions, for a specific budget.
- A sponsored project requires detailed financial accountability and compliance with the sponsor's terms and conditions.

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Funded Agreements – Fixed Price Agreement

- Projects that have a total budget which is accepted by both parties, regardless of the actual costs incurred by the UW.
- The sponsor does not require a financial report of how the UW spends the project budget
- The parties have an agreed upon payment schedule based either on milestones or dates.

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Fixed Price Agreement – Example

- This is a fixed-price agreement. Upon execution of this Agreement, the University will submit an invoice for full payment due within thirty (30) days from receipt of the invoice.
- This is a fixed-price agreement. Upon execution of this Agreement, the University will submit invoices for payment due within thirty (30) days from the receipt of the invoice in accordance with the following schedule:

60% is due upon execution of the agreement;

30% is due ____ days from the start date of the project;

10% is due 30 days after the period of performance ends

or

\$25,000 due Jan. 1st, 2015

\$25,000 due March 31st, 2015

\$25,000 due June 30th, 2015

\$25,000 due Sept. 30, 2015

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Fixed Price Agreement

The funds are nonrefundable.



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Funded Agreements - Cost Reimbursable Agreement

- Projects that have a budget accepted by both parties that is reimbursed based on the **actual expenses** incurred by the UW.
- Payment is based on invoices, financial reports or both which show expenses incurred by the UW during the project.

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Cost Reimbursable Agreement - Example

- The university will submit invoices for work done not more often than monthly. The invoice shall reference the agreement number and shall reflect summary detail, by budget category, of the costs incurred.

UNIVERSITY OF WISCONSIN RESEARCH & SPONSORED PROGRAMS		INVOICE					
GENERAL MOTORS CORPORATION PAUL M. SAUF 5000 MICHIGAN ROAD MAIL CODE 400-100-302 3000 MICHIGAN ROAD WARREN MI 48090		Your Reference No: Invoice No: Invoice Date: Payment Terms: Fed. Tax ID: UWI Award No:	UW Proj # 810702 MSH204076 40 12/02/13 NET 30 3826240 MSH124241				
PI Name: BUTLAND, CHRISTOPHER J Award Description: GM ESC-CRS, Research Service Period: NOV 01, 2013 - NOV 30, 2013							
For billing questions, please call Jeff Schultz at 608/263-3822							
BASIC SERVICES Support Foreign Services Travel Expenses Other P.M.A.		CHARGES THIS PERIOD 5,102.00 1,200.00 388.00 1,710.00 170.00 4,158.00					
SUBTOTAL:		13,814.00					
TOTAL AMOUNT DUE:		13,814.00					
Page 1							
Please attach this packet with your invoice. Non-refundable deposits: Head of Reports of University of Wisconsin System		MSH20018 GENERAL MOTORS CORPORATION MSH2041 12/03/2013					
Mail To: UW Madison CAR Account Office For Research & Sponsored Programs Cover 4036 Milwaukee, WI 53216-0036		<table border="1"> <thead> <tr> <th>INVOICE NUMBER</th> <th>AMOUNT DUE</th> </tr> </thead> <tbody> <tr> <td>MSH204076</td> <td>\$13,814.00</td> </tr> </tbody> </table> Payments must be made in U.S. Funds, drawn on a U.S. bank and include the following: Reference to UW Award No. and Invoice No. UW Project # and contract #		INVOICE NUMBER	AMOUNT DUE	MSH204076	\$13,814.00
INVOICE NUMBER	AMOUNT DUE						
MSH204076	\$13,814.00						

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Cost Reimbursable Agreement

- If the UW does not spend up to the approved budget, we do not receive all the funds.



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University's Standard Research Agreement

- Developed by the UW for industry sponsored research, but can be used for all sponsors
- Use of this agreement, without alteration, eliminates the need for negotiation between the UW and the Sponsor
- Often used as a template to initiate the negotiation process

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University's Standard Research Agreement

- Preamble – Who's the agreement between?
- Statement of Work – What is the research project?
- PI – Who is doing the work?
- Period of Performance - When is the research project taking place?
- Reimbursement of Costs/Payment Schedule – How are we getting paid?
- Termination – What if the research project needs to stop?
- Reports – How do we tell Sponsor about our results?
- Liability/Warranties/Insurance – What happens if there is a problem?
- Notices – Who do we talk to about what?

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Funded Agreements - Grant

- A type of funding mechanism awarded to the UW for the conduct of research or other programs as specified in an approved proposal
- Simple Terms and Conditions
 - Project Dates
 - Award Amount
 - Payment Schedule
 - Performance Reports



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Grant - Example NIH

EXPLORATORY/DEVELOPMENT GRANT		Notice of Award	
Department of Health and Human Services National Institutes of Health NATIONAL INSTITUTE OF ARTHRITIS AND MUSCULOSKELETAL AND SKIN DISEASES		Issue Date: 09/20/2012	
Grant Number: 1R21AR062733-01			
Principal Investigator(s): Richard Kijowski, MD DARRYL G THELEN (contact), PhD			
Project Title: Cartilage Contact and Early Degeneration following ACL Reconstruction			
KIMM MARTIN, TAMMY Research Administrator Suite 8401 21 N Park St Madison, WI 537151218			
Award e-mailed to: NIH@reg.wisc.edu			
Budget Period: 08/01/2012 – 07/31/2013			
Project Period: 09/01/2012 – 07/31/2014			
Dear Business Official:			
The National Institutes of Health hereby awards a grant in the amount of \$192,267 (see "Award Calculation" in Section I and "Terms and Conditions" in Section II) to UNIVERSITY OF WISCONSIN MADISON in support of the above referenced project. This award is pursuant to the authority of 42 USC 24142 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.			
Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.			
Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute Of Arthritis And Musculoskeletal And Skin Diseases of the National Institutes of Health under Award Number R21AR062733. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.			
Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator's Financial Conflict of Interest (FCOI), in accordance with 42 CFR Part 60 Subpart F. Subsequent to the compliance date of the 2011 revised FCOI regulation (i.e., on or before August 24, 2012), Awardees must be in compliance with all aspects of the 2011 revised regulation until then, Awardees must comply with the 1995 regulation. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website http://grants.nih.gov/grants/policy/foi/ for a link to the regulation and additional important information.			
If you have any questions about this award, please contact the individual(s) referenced in Section IV.			
Sincerely yours,			

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Grant – Example NSF

AwardId: 1343969, PI: Zhou

Subject: Award Id : 1343969, PI: Zhou
From: jrobey@nsf.gov
Date: 9/13/2013 11:24 AM
To: nsf@rsp.wisc.edu
CC: dgaawd@nsf.gov, creid@nsf.gov, vhonavar@nsf.gov

Award Date: September 13, 2013
Award No.: IIS-1343969
Proposal No.: IIS-1343969

Kim Moreland
 Director of Grants Management
 The University of Wisconsin - Madison
 21 North Park Street
 Suite 6401
 Madison, WI 53715-1218

Dear Ms. Moreland:

The National Science Foundation hereby awards a grant of \$475,264 to the University of Wisconsin - Madison for support of the project described in the proposal referenced above .

This project, entitled "SCH: EXP: Collaborative Research: Smart Asthma Management: Statistical modeling, prognostics, and intervention decision making," is under the direction of Shiyu Zhou, Patricia F. Brennan, in collaboration with the following proposals:

Proposal No.: PI Name/Institution

 1343974 University of Iowa Yong . Chen,

This award is effective January 1 , 2014 and expires December 31, 2016.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to Research Terms and Conditions (RTC, dated June 2011) and the NSF RTC Agency-Specific Requirements (dated January 14, 2011), are available at <http://www.nsf.gov/award%20requirements/RTC-1301>

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots..

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: FFATAREporting@nsf.gov or by phone to: (800) 451-5000

Grant – Example DNR

SEND INVOICE IN TRIPPLICATE TO: STATE OF WISCONSIN PURCHASE ORDER DEPT OF NATURAL RESOURCES WATERSHED MANAGEMENT 101 S WEBSTER ST PO BOX 7921 MADISON WI 53707-7921		ENTER TYPE CODE 1 - Regular Purchase 2 - Change Purchase 3 - Interagency 4 - Interagency Contract 5 - Grant (Procure) 6 - Grant (Procure) 7 - Project (Construction)	PURCHASE ORDER NUMBER NN00000219 SHOW THIS NUMBER ON ALL SHIPMENTS CORRESPONDENCE AND INVOICES STATE PD 370 DATE 07/18/13 PAGE 1		
VENDOR: UW MADISON RESEARCH & SPONSORED PROGRAMS 21 N PARK ST, STE 6401 MADISON WI 53715-1218		SHIP TO: CHRISTINA ISENRING DEPT OF NATURAL RESOURCES WATERSHED MANAGEMENT 101 S WEBSTER ST PO BOX 7921 MADISON WI 53702			
FOB Terms Delivery Reference Agency Bid No. Statewide Contract No. DESTINATION NET 30 06/30/14 PRO-C-52					
Item	Quantity	Unit	Commodity Code	Unit Price	Total
1	1.000	PROJ	918-63-00-0000	138,964.000000	138,964.00
AGREEMENT BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE BOARD OF REGENTS, UW SYSTEM, TO ASSESS PATHOGEN TRANSPORT DURING MANURE IRRIGATION. SEE AGREEMENT FOR ADDITIONAL DETAILS.					TOTAL: 138,964.00
FOR STATE USE ONLY LN FUND ASY ORG/SUB APPR ACTV FUNC DBJ/SUB JOB NUM CAT TOTAL 01 274 378 WTCR/ 4 58 4 WTVT 2740/ 138,964.00					TOTAL: 138,964.00
AGENCY CONTACT - Name and phone no. CHRISTINA ISENRING (608) 266-5285		TAX EXEMPTIONS The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise or occupation tax as described on the back of this form. The State of Wisconsin does not claim the exempt status for state agencies. Federal Exemption No. 39-73-1031-K is on file with the Internal Revenue Service, Milwaukee.			
PLEASE NOTE Deliver between 8 A.M. and 3 P.M. No Saturday, Sunday or Holiday deliveries. Acknowledge this order promptly. Accepting each delivery with a shipping ticket or memo showing Purchase Order Number and material received. If any item(s) on this order is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one copy of a Material Safety Data Sheet for each item with the shipped container and one copy with this invoice. VENDOR - See Other Side for Standard Terms and Conditions of Purchase.		ORDER APPROVED - Signature  KONRAD PLACHETTA (608) 236-0311			

Grant – Example American Heart Association

AWARD AGREEMENT FORM

Research Administration
7272 Greenville Avenue
Dallas, Texas 75231-4500
E-MAIL: grants@heart.org

American Heart Association | American Stroke Association
Learn and Live.

Please Print or Type

Ogle, Brenda Ph.D. 11RG5570039
Last Name, First, Middle Initial ("Awardee") Degree(s) AHA Reference Number

The Board of Regents of the University of Wisconsin System
Institution Name ("Institution")

Multiphoton excitation photochemistry for 3D cardiac tissue engineering
Project Title ("Research Project")

1/1/2011 12/31/2012
Award Period From: To:

Awardee and Institution acknowledge and agree that the award of any funds by the American Heart Association, Inc. (the AHA) shall be subject to Awardee providing the information as requested on this form and acceptance of the terms and conditions attached hereto, as shown by Awardee's and Institution's authorized signatures set out below.

11/23/10
Date

[Signature]
Signature of Principal Investigator/Awardee

21 N Park St, Ste 6401
Address

Madison, WI 53715-1218
City, State, Zip Code

608-262-3822 & FAX 608-262-5111
Telephone and FAX Numbers

ogle@wisc.edu
Internet E-Mail Address for Awardee

[Signature]
Signature of Department Head

M. Elizabeth Meyerand
Name of Department Head

memeyerand@wisc.edu
Internet E-Mail Address for Department Head

[Signature]
Signature of Grants and Contracts Officer

Kim Moreland Robert C. Holmstrom, Managing Officer
Research & Sponsored Programs
Name of Grants and Contracts Officer

preaward@rsp.wisc.edu
Internet E-Mail Address for Grants Officer

[Signature]
Signature of Fiscal Officer

Robert Andresen
Name of Fiscal Officer

randresen@rsp.wisc.edu
Internet E-Mail Address for Fiscal Officer

MAIL TO: RESEARCH ADMINISTRATION
AMERICAN HEART ASSOCIATION
7272 GREENVILLE AVENUE
DALLAS, TX 75231

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Funded Agreements - Clinical Trials

- Sponsor pays UW to test the safety or efficacy of a treatment which could include a drug, device, diagnostic or procedure on humans
- Usually driven by FDA regulatory requirements
- May come with additional publication & confidentiality restrictions
- Larry Westby at RSP great contact for CTAs
 - 262-0927 or lwestby@rsp.wisc.edu



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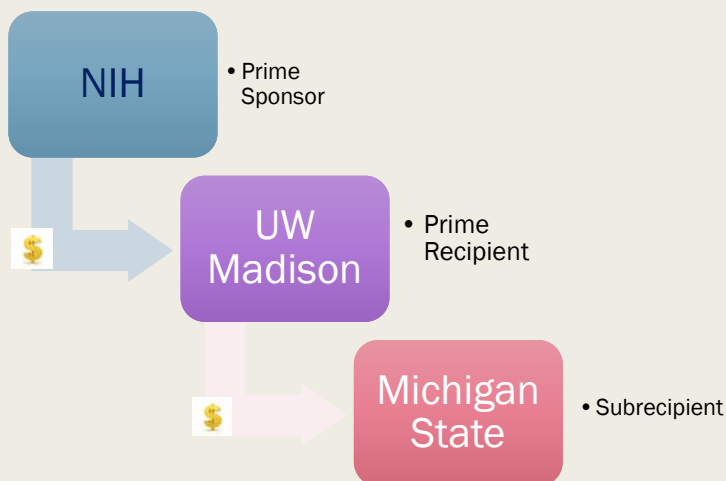
Funded Agreements - Fee for Service

- NOT RESEARCH
- Routine work with minimal intellectual input
- Standard pricing
- Personnel-in-training not involved
- Criteria
 - 136 account established
 - Pricing covers all costs (including overhead)
 - Accounting procedure are auditable
 - Proposed project within 136 definition

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Funded Agreements - Outgoing Subawards

A subaward agreement is issued in order to flow down funding from a prime award through the UW to an external party.



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Outgoing Subawards

- RSP issues outgoing subaward under grants, contracts and cooperative agreements.
- Subaward Agreements differ from procurement contracts used to acquire goods or services from vendors.
- To qualify as a subrecipient the external party's contribution must meet specific criteria. (see UW Determination Questionnaire on RSP website)
- To Process an outgoing subaward -RSP will ask campus to provide detailed information in the Subaward Portal. This includes:
 - *good scope of work*
 - *detailed budget*
 - <https://www.rsp.wisc.edu/Subs/Internal/SubPortalI.cfm>

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Outgoing Subawards

- Questions RSP may ask when issuing outgoing subawards:
- **Do we have Prime Sponsor approval?** WI State Law requires that all subrecipients be specifically identified and approved by the funding agency.
- **Do we have money in the UW budget?** RSP checks WISDM to confirm funding is available for the external party.
- RSP drafts the outgoing subaward agreement and negotiates the terms and conditions with the subrecipient. You can check the status of the pending subaward agreements here:
https://www.rsp.wisc.edu/services/admin/subaward_search/
- **When the outgoing subaward is complete it is uploaded and visible in WISDM.**

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Overview of Today's Topic

- Funded Agreements
- **Funded Agreement Entities**
- Non-funded Agreement
- Agreement Terms & Conditions
- Agreement Processing & Routing
- Case Studies

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Funded Agreement Entities

- Industry (US & Foreign)
- Federal Contracts/Agreements
- Education Institutions
- Other Governmental Entities (US & Foreign)
- WI State Agencies & Other State Agencies
- Non-Profits & Foundations
- Quasi-Government Grants
- Commodity Board

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Industry

- Majority of the research funding that we receive from Industry is in the form of an agreement or contract.
- Industrial contracts consume the most effort to bring a project to the UW.
- Industry and UW have conflicting goals.
 - *Industry wants to make a profit*
 - *UW's mission is to create and disseminate knowledge*



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Federal Government

- Majority of research funding that the UW receives comes from the Federal Government through Grants.
- When the UW does receive a Federal Contract there are additional terms that we need to review and negotiate, if necessary, and the UW is required to sign the contract.
- Example Additional Terms
 - Federal Acquisition Regulation (FAR) Clauses
 - Specific Deliverables

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Other Institutes of Higher Education

- Typically, other universities will provide a standard agreement for the project. If they don't have one, UW's Standard Research Agreement can be used.
- If the University/College is a member of FDP, they may provide the standard FDP Sub-Agreement.
 - Make sure no additional terms are added to the FDP Sub-Agreement.
 - Some universities might have specific items that they require that are outside the FDP terms.

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WI State Agencies & Other State Agencies

- UW receives funding from the State of Wisconsin.
- UW has specific arrangements set up with the other state agencies (ie. DNR, DOA, etc.).
 - Inter-Agency Agreements
 - Purchase Orders
 - Work Orders
 - Shared Grants (other UW System Colleges)
- UW also receives funding from various cities and counties in Wisconsin and other state agencies.
 - There are no standardized arrangements set up with them.

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Non-Profits & Foundations

- Provide the UW with a signed grant letter and if UW accepts grant conditions we counter sign.
 - Purpose
 - Period
 - Conditions
 - Reporting
- Similar goals or mission of UW – interested in the results of the research and disseminating that knowledge to the public.

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Quasi-Government Organizations

- Agency or organization that is generally funded with government money but functions independently of the government.
- Distinct legal form
- Created by the government to act independently
- Established to operate in commercial affairs

Example: Wisconsin Economic Development Corporation

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Commodity Board

- Represent businesses and other stakeholders involved in the same commodity market such as meat, fish, dairy products, or wine.
- They are mainly found in the agrifood sector, and represent the entire production chain from raw material to finished product.
- They can have a state, regional, or national presence.
- They have a variety of award mechanisms from grant agreements to simply sending a check.
- Funding comes from a percentage of market sales for that commodity, but often times the commodity boards are working directly with governmental regulatory agencies.
- This is nonfederal funding even if some of the terms and conditions resemble what you might see in a federal grant or contract.

Examples: United Soybean Board, American Meat Institute, Wisconsin Corn Promotion Board, and the Cranberry Institute

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Non-Funded Agreements

- Confidential Disclosure & Non-Disclosure
- Collaboration
- Materials Transfer

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Confidential & Non-Disclosure Agreements

- Agreement to keep information transferred from one party to another secret
- Often preliminary to establishing research relationship
- Must be signed by UW
- It should not have Publication, Copyright or Ownership language
- Flavors
 - One-way
 - Two-way (Mutual)
 - University
 - WARF



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Collaboration Agreements

- Both parties agree to contribute resources and work together to find an answer to a particular research inquiry
 - Materials & equipment
 - Personnel, or specialized expertise to the project
- Agreement involves no transfer of money

Examples of Collaboration Agreements

- Consortium Agreements
- Memo of Understanding Agreements

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Material Transfer Agreements

- An agreement that defines the obligations each party undertakes when a research material is transferred from one organization to another.
- Transfer of materials can be achieved in one of two ways.

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Material Transfer Agreements

- UW PI is receiving materials - Required
 - Sponsor provides compound, drug, biological material, cell line, mice, etc. for use in UW research
 - UW provides funding for the research
 - Materials often highly proprietary
- UW PI is sending materials
 - UW investigator provides material to sponsor
 - May need WARF management

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Agreement Terms & Conditions

- Terms and conditions set forth guidelines for how both parties will engage with each other during the course of the project.
- The terms set forth each party's obligations: Who is responsible for what?

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Why does it take so long...

- No two agreements are alike
 - *Career of researcher*
 - *Student involvement*
 - *Sponsor*
- Multiple stakeholders
- Sponsor needs don't always match University needs

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University Needs

- Set by institutional policy
 - Ability to publish
 - Retain ownership of results
 - Recovery of costs
- Set by law
 - Liability
 - Term of confidentiality
- Set by both
 - Rights in intellectual property

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Sponsor Needs

- Depends on sponsor type
 - For Profit:
 - Need to meet bottom line
 - Organizational policy
 - Non-Profit:
 - Organizational rules
 - Mission rules
- Could be set by law
 - FDA requirements
 - Provisions of their own awards

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Role of Negotiation - Reconciliation

- Protect organizational needs.
- Protect investigator needs.
- Protect student needs.
- Protect the collaboration.
- Ensure everyone can be happy with results.

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Agreement Processing & Routing

Agreement is entered into WISPER and routed to your Division for review.



Division reviews records – Depending on the type of agreement, the record/agreement could be routed to a number of different offices on campus for review.

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Where does my Agreement go?

- Research & Sponsored Programs (RSP)
- Office of Industrial Partnerships (OIP)

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Agreements Reviewed by RSP

- Federal contracts including those that are federal pass through awards
- State of Wisconsin agreements and shared grants and awards from other state governmental agencies
- Commodity Board agreements
- Nonprofit/Foundation grant agreements
- Quasi-Government Grants/Contracts
- Clinical Trials

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Agreements Reviewed by OIP

- Industry sponsored research agreements
- Material Transfer Agreements (MTA's)
- Confidentiality Agreements (CDA's)
- Fee-for-Service Agreements

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Overview of Today's Topic

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- **Case Studies**

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YOUR TURN

3 Case Studies



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Case Study #1

A PI approaches you and hands you a check for \$10,000 with a letter that says, "Congratulations, your proposal was reviewed and selected for funding. Please confirm receipt of this check and provide a report at the completion of your project."

- Question-
 - *What do you need to do next?*

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Case Study #2

A PI routes a record to you with a scope of work and an agreement. The document type is listed as fee-for-service, but upon your review, the scope of work looks like research.

- Question-
 - Where could you go to get assistance if you were not sure what type of agreement this is?
 - What information do you think may be helpful in figuring this out?
 - Where will this agreement end up getting negotiated and signed?

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Case Study #3

- A PI and a local company want to set up a meeting to discuss potential research collaborations. The company has asked that the University sign an agreement before the meeting takes place.
- Question –
 - What type of an agreement should be signed?
 - Where would the agreement be routed through?

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Resources & Contact Info

- RSP - www.rsp.wisc.edu
- OIP - <http://www.grad.wisc.edu/oip/>
- WARF - <http://www.warf.org/>

Tammy Kuhn Martin
tamara.kuhnmartin@wisc.edu

265-0504

Bob Gratzl
robert.gratzl@rsp.wisc.edu
265-0560

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