

AGREEMENT

BY AND BETWEEN

COLORADO SEMINARY WHICH OWNS AND OPERATES UNIVERSITY OF DENVER AND ITS COLORADO EVALUATION AND ACTION LAB

AND

[NAME OF SERVICE PROVIDER]

FOR PROVISION OF SERVICES IN CONNECTION WITH

[Project Name]

This Agreement is entered into as of [_____, 20__][the date of last signature below] (“Effective Date”) by and between the Colorado Seminary which owns and operates the University of Denver, and its Colorado Evaluation and Action Lab, hereinafter referred to as “Colorado Lab”, and [Name of Service Provider], hereinafter referred to as “Service Provider”, each a “Party” or collectively the “Parties”, for the provision of services in connection with the project known as *[Project Name]* (“Project”) as described in Exhibit 1 (“Services”).

ARTICLE 1. SCOPE OF WORK AND DELIVERABLE

1.1 Service Provider shall provide the necessary personnel, equipment, facilities, and supplies to perform the Services and submit the “Deliverables” as specified in the “Scope of Work and Schedule of Deliverables”, incorporated herein as Exhibit 1. Service Provider shall perform the Services hereunder in compliance with all applicable laws and regulations, and the “General Provisions” incorporated herein as Exhibit 2.

1.2 If Service Provider cannot meet a date specified in the Schedule of Deliverables, it shall immediately notify Colorado Lab as to the earliest possible date it can deliver the required material. Such notification, however, shall not be construed to relieve Service Provider of any contracted obligation set forth in this Agreement, nor shall it limit Colorado Lab’s rights, remedies, duties or obligations.

1.3 It is understood and agreed by the Parties that any predecessor or interim agreement related to the Services is superseded and replaced by this Agreement. Any Services performed, costs incurred, or claims arising out of predecessor or interim agreements shall be subject to the terms and conditions of this Agreement, including any and all proscriptions, limitations, authorizations and definitions contained herein. In no event, however, shall either the Services performed under a predecessor or interim agreement, or any consideration for Services be construed to be in addition to or separate from this Agreement.

ARTICLE 2. KEY STAFF; COORDINATION

2.1 Service Provider shall designate a point of contact and key staff for this Agreement and shall provide prior notification to and obtain the approval of Colorado Lab if a new or alternate point of contact or key staff is designated.

2.2 Service Provider shall perform its work through coordination with Elysia Clemens, PhD, Colorado Lab's Deputy Director ("Project Director"). Colorado Lab shall provide notification to Service Provider if a new or alternate Project Director is designated.

ARTICLE 3. PERIOD OF PERFORMANCE; SURVIVAL OF TERMS

3.1 The period of performance under this Agreement shall begin on the Effective Date and shall end upon delivery of all Deliverables required and specified in Exhibit 1, unless modified by the mutual written agreement of the Parties. The term of this Agreement shall end upon the payment of all obligations due pursuant to Article 7.

3.2 Any terms or conditions providing obligations on the part of either Party that are clearly intended by the Parties to survive agreement completion or termination shall be in full force and effect until the obligation has been fulfilled. Such obligations, for example, may include but not be limited to copyright, indemnification, audit, and confidentiality of information.

ARTICLE 4. AUTHORSHIP CREDIT

4.1 Service Provider will be permitted to present at symposia or professional meetings and to publish in books, journals, and other media of their choosing, any and all material related to the Project that were made publicly available through the Project communication plan ("Publication"). Service Provider shall abide by the policies of journals in which a Publication will appear as to such matters as the public release or availability of data related to the Publication.

4.2 Service Provider shall ensure that all who have made a substantive contribution to the Project are listed as authors.

4.3 Service Provider shall take responsibility and credit, including authorship credit, only for work they have actually performed or to which they have contributed.

4.4 Service Provider shall ensure that principal authorship, authorship order, and other publication credits are based on the relative scientific or professional contributions of the individuals involved, regardless of their status or affiliation. Given the nature of projects funded by the Colorado Lab, it is anticipated that some projects may include government agency or Colorado Lab staff as co-authors.

4.5 Service Provider shall ensure all authors listed on the Project have the opportunity to review the Publication in advance of release, to remove their name and affiliation, or to request adjustments to the order of authorship.

4.6 Service Provider shall specify the criteria for making authorship determinations in the analysis plan and document the anticipated order of authorship on Colorado Lab-funded Deliverables.

ARTICLE 5. INTELLECTUAL PROPERTY

5.1 Service Provider grants the Colorado Lab a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "License") to:

- any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, and trademarks.;
- applications or derivatives of or related to any of the foregoing; and
- any other intellectual property rights;

that are created by Service Provider during the Term and in the performance of the Project in furtherance of the Scope of Work (“the Intellectual Property”). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Intellectual Property; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Intellectual Property; and (iii) a limited right to sublicense the Intellectual Property to third-parties either for use by any such third party solely to support the Colorado Lab’s non-commercial use of the Intellectual Property, or for non-commercial use by any such third party.

5.2 Service Provider represents that it has full and sufficient right, title and authority to grant the rights and/or licenses granted to the Colorado Lab under this Agreement, and to the best of Service Provider’s knowledge that the services performed by Service Provider pursuant to this Agreement will not infringe or constitute a misappropriation of any right of any third party, including any copyrights, trademark rights, or confidentiality rights.

5.3 All Deliverables shall be created by Service Provider for Colorado Lab. Subject to Service Provider’s retention of its rights in any Intellectual Property, except as otherwise expressly provided in a Scope of Work, all Deliverables that are specifically commissioned by Colorado Lab and originally created by Service Provider for Colorado Lab are “work made for hire” for Colorado Lab under applicable copyright law. To the extent any Deliverables do not qualify as a work made for hire, Service Provider hereby assigns to Colorado Lab (and its successors and assigns) all right, title and interest in and to the Deliverables, including all intellectual property rights therein. To the maximum extent permitted by law, Service Provider waives all moral rights that may exist in the Deliverables. For the avoidance of doubt, nothing in this Section 5.3 shall be construed to limit Service Provider’s retention of its rights in Intellectual Property as provided in this Article 5.

ARTICLE 6. RESEARCH ETHICS AND TRANSPARENCY

6.1 Service Provider will adhere to the research-related ethical codes of their disciplines.

6.2 Service Provider will meet or exceed project-relevant data security and privacy agreements.

6.3 Service Provider will submit an analysis plan prior to collecting or receiving outcome data (see Exhibit 1). Changes to the analysis plan must be documented in writing and approved by the Colorado Lab.

6.4 Service Provider will register their analysis plan on the Open Science framework if they are conducting a randomized control trial or quasi-experimental design.

ARTICLE 7. COMPENSATION AND PAYMENT

7.1 In consideration of and for timely performance and satisfactory delivery of the Deliverables, and any other good and valuable services as may be delivered from time to time, Service Provider shall be paid the amount stated in Exhibit 1. The total payment made to Service Provider shall constitute full and complete satisfaction for its performance hereunder and for compliance with all Agreement requirements. Service Provider’s payments shall be based on delivery and acceptance of the Services as set forth in Exhibit 1, under Compensation and Payment Schedule.

7.2 Service Provider shall submit an invoice consistent with the Deliverables described and timeframes specified in the Compensation and Payment Schedule.

7.3 Invoices should be submitted on Service Provider's letterhead, reference this Agreement and purchase order number (if applicable), include the signature and title of an appropriate official certifying to

the Services performed and Deliverables delivered. Payment will be made within 30 days after receipt of a correct and proper invoice and acceptance of the Deliverables by Colorado Lab. Invoices for this Agreement should be submitted electronically in PDF file format to:

barton.coloradolab@du.edu

ARTICLE 8. NOTICE

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered; or if sent by certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Service Provider:

Attention: _____

If to Colorado Lab:

Colorado Evaluation and Action Lab
Barton Institute for Philanthropy and Social Enterprise
University of Denver
2255 East Evans Ave.
Denver, CO 80208
Attention: **Elysia Clemens, PhD, Deputy Director**

ARTICLE 9. ENTIRE AGREEMENT

This Agreement, including all exhibits attached hereto, constitutes the entire agreement between Service Provider and Colorado Lab with respect to the subject matter hereof, and supersedes and replaces any other arrangements, oral or written, between the Parties hereto pertaining to this Agreement. To the extent that any provisions of any exhibit or any document referenced therein conflict with this Agreement, the terms of the Agreement shall control and take precedence. No waiver, modification or amendment of any of the terms and conditions hereof shall be effective unless set forth in writing and duly signed by both Colorado Lab and Service Provider.

[signature page follows]

**SIGNATURE PAGE
AGREEMENT FOR
PROVISION OF SERVICES IN CONNECTION WITH
[PROJECT NAME]**

IN WITNESS WHEREOF, the respective Parties have entered into this Agreement on the Effective Date.

**COLORADO SEMINARY WHICH
OWNS AND OPERATES
UNIVERSITY OF DENVER AND ITS
COLORADO EVALUATION AND
ACTION LAB**

[SERVICE PROVIDER]

Signature and Date

Signature and Date

Name and Title

Name and Title

Date

Date

Exhibit 1

SCOPE OF WORK AND SCHEDULE OF DELIVERABLES

I. BACKGROUND

Service Provider will partner with the Colorado Evaluation and Action Lab (“Colorado Lab”) in the form of a project entitled [Project Name]. The project goal is to [description of project goal].

II. DELIVERABLES

Service Provider shall provide the Colorado Lab with the following deliverables (“Deliverables”):

1. **Project Documentation:** (1) Colorado Lab approved analysis plan that includes a detailed project timeline; (2) Colorado Lab approved communication plan; (3) Documentation of sharing communication plan with stakeholders; (4) Finalized IRB approval document; and (5) agreement between Service Provider and [Governmental Entity].
2. **[Deliverable 2]**
3. **[Deliverable 3]:**
4. **[Deliverable 4]:**

In addition, the Service Provider will deliver a monthly memo summarizing the following (1) accomplishments since the last memo tied to the project timeline, (2) confirm the project timeline is on-track or discuss modifications, (3) unanticipated outcomes, which may include: surprising findings, great connections to policy or practice, and opportunities to apply information or extend partnerships, and (4) barriers to timely progress and/or how the Colorado Lab can support the Service Provider team. These memos will be used to guide conversations between the Service Provider team and the Colorado Lab program officer. **These memos are due on the first business day of each month and are to be submitted via the Colorado Lab’s project management tool, Wrikee or other method as designated by Colorado Lab.**

IV. PARTNER REVIEW OF PRODUCTS AND COMMITMENT TO MUTUALISM

The Colorado Lab is committed to developing and sustaining mutualistic partnerships among researchers and government agencies. A plan for engaging Project relevant partners (e.g., government agencies, stakeholders) and the Colorado Lab in the development and finalization of products must be documented and shared with all identified partners (see Deliverable 1).

The expectation is that the spirit of mutualism will drive the implementation of product review. Researchers will be responsive to Project partners and adapt the plan as needed throughout the life of the Project and in consultation with the Colorado Lab.

V. AGREEMENT PUBLICITY

Any description or mention of the project beyond an abstract approved by the Colorado Lab and acknowledgement of funding (below) must be approved in writing by the Colorado Lab.

Acknowledgement of Funding: This research was supported by the Colorado Evaluation and Action Lab of the University of Denver. The opinions expressed are those of the authors and do not represent the views of the Colorado Lab or the University of Denver.

VI. COMPENSATION AND PAYMENT SCHEDULE

As consideration for performance of the Services, Colorado Lab agrees to pay Service Provider an amount not to exceed [\$ _____] as outlined below without the prior written consent of Colorado Lab. All Deliverables will be completed by the Service Provider as soon as practicable and in no event later than the deadlines specified below, unless Service Provider has received the Colorado Lab’s prior written consent to amend these deadlines.

Deliverables	Completion Date	Payments
1. Submit Project Documentation	[Date]	\$XXXXXX
2. [Deliverable 2]	[Date]	\$XXXXXX
3. [Deliverable 3]	[Date]	\$XXXXXX
4. [Deliverable 4]	[Date]	\$XXXXXX
Total		\$XXXXXX

It is understood and agreed by the Colorado Lab and Service Provider that no money will be paid to Service Provider for additional services unless an amendment in writing has been executed by both Parties. No action, conduct, omission, prior failure or course of dealing by Colorado Lab shall act to waive, modify, change, or alter this requirement. Written amendment is the exclusive method for effecting any change to the compensation or specifications herein. Service Provider understands and agrees that the compensation and specifications cannot be changed by implication, oral agreements, actions, inactions or course of conduct.

Exhibit 2

GENERAL PROVISIONS

By acceptance of this Agreement and/or performance hereunder, Service Provider agrees to comply fully with the terms and conditions as set forth herein. Acceptance of this Agreement is expressly limited to the terms and conditions incorporated herein by full text or by reference.

- 1. Work Products.** Colorado Lab acknowledges that Service Provider may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing the Services and any additional services, and nothing contained herein precludes Service Provider from developing or disclosing such materials and information; provided that, the same do not contain or reflect Confidential Information.
- 2. Availability of Data Collected or Developed.** Service Provider shall promptly deliver to Colorado Lab all data collected or developed under this Agreement upon written request from Colorado Lab. Subject to the obligations of Section 12 hereof, it is agreed that Service Provider may retain copies for research and educational purposes.
- 2. Service Provider Prior Developed Materials:** Colorado Lab acknowledges that the Deliverables may, in whole or in part, be created using Service Provider prior acquired knowledge, skill and expertise, and may include Service Provider proprietary information and prior developed intellectual property of Service Provider, which Service Provider shall continue to own and have an unrestricted right to use for other purposes. To the extent that such Service Provider prior developed intellectual property and proprietary information are included in the Deliverables, Colorado Lab shall have a perpetual, non-exclusive license to use the intellectual property and proprietary materials as part of the Deliverables in accordance with the License granted in Article 5, Intellectual Property, hereof. Service Provider may retain archival copies of the Deliverables for Service Provider's internal use, and nothing herein shall prevent Service Provider from continuing to use Service Provider's information, knowledge, skill and/or expertise for other purposes.
- 3. Complete Agreement:** This Agreement, including the terms and conditions contained herein, constitute the complete and final agreement between Colorado Lab and Service Provider.
- 4. Representations:** Service Provider represents that all Services performed under this Agreement will conform to the requirements of this Agreement, and agrees that the information and materials delivered under this Agreement will be accurate and developed in accordance with professional standards.
- 5. Patents and Copyright:** Service Provider agrees that the articles, materials or reports delivered under this Agreement to the best of Service Provider's knowledge do not infringe any valid patent or copyright.
- 6. Taxes:** Purchaser will not pay Service Provider any State or Local Sales, Use or similar tax unless separately stated and itemized herein, or Federal Excise Tax, unless included in the prices stated herein, and Service Provider agrees that, except as otherwise provided herein, all such taxes, which at the date of this Agreement, Service Provider is required by law to collect from Colorado Lab, are so included or separately stated and itemized herein. Service Provider further agrees that the prices stated herein do not, and the amounts invoiced hereunder will not, include any tax with respect to which exemption is available or indicated by Colorado Lab herein or otherwise, or any Federal Excise Tax with respect to which Colorado Lab has furnished an applicable exemption certificate. If, after the date of this Agreement, and prior to date of shipment, any taxes charged to Colorado Lab herein (whether separately stated and itemized or included in the prices stated herein) are increased, or Service Provider is relieved in whole or part of the burden of sales taxes, the prices (or taxes, if separately stated) shall be correspondingly increased or reduced.
- 7. Compliance with Laws and Regulations:** Service Provider agrees that its performance under this Agreement is subject to applicable laws, regulations and directives of the State of Colorado and the United States.
- 8. Waiver of Rights:** Any waiver of strict compliance with the provisions of this Agreement shall not be

deemed a waiver of either Party's rights to insist upon strict compliance thereafter.

9. Insurance:

- a. Service Provider shall maintain adequate insurance coverage and limits of liability for: Workers Compensation Insurance, Commercial General Liability, Personal Injury/Professional Liability, and Comprehensive Automobile Liability.
- b. Service Provider agrees to carry and maintain throughout the term of this Agreement commercial general liability coverage with a minimum of \$1 million per occurrence and \$2 million aggregate limits. The insurance policy will name Colorado Seminary, a non-profit corporation which owns and operates the University of Denver, as an additional insured. Service Provider agrees to provide evidence of insurance coverage upon Colorado Lab's request.
- c. Service Provider agrees to carry and maintain throughout the term of this agreement professional liability (errors and omissions) insurance coverage with a minimum of \$1 million per occurrence and \$2 million aggregate limits. Service Provider agrees to provide evidence of insurance coverage upon Colorado Lab's request.
- d. Service Provider agrees to carry and maintain throughout the term of this Agreement Workers Compensation Insurance and Comprehensive Automobile Liability, each within statutory limits.

10. Non-solicitation: Parties shall not, during the term of this Agreement and for a period of one year after its expiration or termination, directly recruit or hire or establish any consultancy or other working engagement with an employee of the other Party directly involved in the performance or management of the Services under this Agreement. The foregoing provision will not prevent either Party from hiring any such person who contacts that Party as a result of responding to general advertisements placed in trade journals, newspapers or similar publications, or on the Internet.

11. Confidentiality:

- a. "Confidential Information" is non-public information or data about an individual or non-public information of an identifiable institution or organization.

- b. Confidential Information shall include, but not be limited to, an individual's educational records, employment history and related records, financial transactions, medical history, and criminal history. The information may or may not contain personally identifying information (information by which an individual may be identified, e.g. name, Social Security Number, or other identifying number, address, finger or voice print, passport number, or a photograph).
- c. The Parties recognizes that certain Confidential Information may be furnished by one Party to the other Party in connection with the Project. Both Parties agree that they will not disclose the other Party's Confidential Information to any third party without the other Party's consent.
- d. Colorado Lab recognizes and confirms that Service Provider will use and rely primarily on the Confidential Information and on other information provided to Service Provider by Colorado Lab in performance of this Project without having independently verified the same and Service Provider does not assume responsibility for the accuracy or completeness of the Confidential Information or other information so provided by Colorado Lab.
- e. The obligations of confidentiality specified in this Agreement shall not apply to any information that: (a) is already in the possession of Service Provider without obligation of confidentiality; (b) is or becomes publicly available without breach of this Agreement by Service Provider; and (c) is rightfully received, free of restrictions, by Service Provider from a third party.
- f. This Section 11 shall survive termination or completion of this Agreement.
- g. In the event that Service Provider receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by Service Provider shall not constitute a violation of this Agreement provided that Service Provider promptly notifies Colorado Lab of the existence, terms and circumstances surrounding such request, consults with Colorado Lab on the advisability of taking available legal steps to resist or narrow such request, and if disclosure of such Confidential Information is required or deemed advisable,

exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed which Colorado Lab designates.

12. Termination: Colorado Lab or Service Provider may terminate this Agreement if: the other Party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice. If either Party terminates this Agreement, then Service Provider shall stop work on the date the termination notice is received. Colorado Lab shall pay, if not previously paid, Service Provider for work satisfactorily performed or products delivered and accepted hereunder through the date of termination and all reasonable outstanding liabilities and obligations of Service Provider arising out of this Agreement prior to the termination date. Payments shall be limited to the total amount of compensation specified in Article 7, Compensation and Payment, herein.

13. Disputes:

- a. Any item of disagreement arising under or relating to this Agreement not disposed of by mutual consent of the Parties shall be determined to be a "Dispute"; PROVIDED THAT: a written statement or assertion be delivered pursuant to Article 8, Notice, describing in reasonable detail the items of Dispute. Any Dispute arising under this Agreement shall be settled by agreement of authorized representatives of the Parties or either Party may initiate any other proceeding or exercise any rights or remedies otherwise available at law or in equity.
- b. Pending any decision, appeal or judgment on the settlement of any Dispute arising under this Agreement, Service Provider shall proceed diligently with the performance of this Agreement.

14. Independent Contractor: Service Provider shall engage in the performance of this Agreement as an independent contractor. No Service Provider employee shall be deemed an employee, agent or representative of Colorado Lab and nothing contained herein shall be construed to imply or create a relationship as partners, joint ventures, or of agency between the Parties hereto. Service Provider shall be responsible for payment of all income, social security

or other taxes, or payments to third parties arising by reason of its Services under this Agreement. Service Provider nor its agents or employees are representatives of Colorado Lab for any purpose and Service Provider has no power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of Colorado Lab for any purpose whatsoever.

15. Liability: Both Parties shall be responsible for its own acts, including acts of their directors, officers, and employees. Service Provider shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by Service Provider of its governmental and sovereign immunities, as an express or implied acceptance by the Colorado Lab of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption of any of the Parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. Service Provider is liable for breach of contract in the same manner as any private party would be under Colorado law under the same or similar circumstances.

16. Assignment: The Service Provider shall not assign this Agreement in whole or in part without the prior written consent of Colorado Lab.

17. Subcontracting: Service Provider shall not subcontract the Services to be provided under this Agreement, in whole or in part, without the prior written consent of Colorado Lab.

18. Disaster Recovery: Service Provider will exercise due diligence and care to ensure that all work, data, and material provided or otherwise obtained under this Agreement shall be protected against flood, fire and computer failure.

19. Jurisdiction: This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue shall be Denver, Colorado.