

MEEI & \_\_\_\_\_

## CONSORTIUM AGREEMENT

This is a Consortium Agreement (Agreement) under NIH Prime Grant # \_\_\_\_\_, CFDA # \_\_\_\_\_, entitled “ \_\_\_\_\_”, awarded to the Massachusetts Eye and Ear Infirmary, 243 Charles Street, Boston, MA 02114. The parties under this Consortium Agreement are the **Massachusetts Eye and Ear Infirmary**, hereafter referred to as MEEI and \_\_\_\_\_ hereafter referred to as the Collaborating Institution.

This Agreement sets forth the terms and conditions for the performance and administration of work under the Prime Grant and consists of this Consortium Agreement, Statement of Work (Attachment I), and Budget (Attachment II).

The terms of this Agreement are subject to the rules and policies of 45 CFR 74 and the NIH Grants Policy Statement dated December 2003, as applicable to subgrants and subgrantees.

**I. Execution and Modification:** This agreement shall exist when this document has been signed by duly authorized representatives of both parties. Modifications shall be made by written agreement of the authorized representatives of the parties.

**II. Period of Performance:** \_\_\_\_\_

**III. Scope of Work:** The work to be done under this Agreement is specified in Attachment I.

**IV. Total Estimated Costs:** \_\_\_\_\_

**V. MEEI Principal Investigator (PI):** \_\_\_\_\_

The MEEI Principal Investigator shall be responsible for reviewing, evaluating and monitoring Collaborating Institution’s technical, scientific and programmatic performance under this Agreement.

**VI. MEEI Administrative Officer:** **Michael Collins, Vice President  
Office of Research Administration**

The Administrative Officer shall be responsible for matters of Agreement administration including assistance in Agreement policies and provisions.

**VII. Collaborating Institution Principal Investigator (PI):** \_\_\_\_\_

The Collaborating Institution PI/PD shall direct the Agreement project at the Collaborating Institution and is responsible to the Collaborating Institution for the proper management and conduct of the grant program.

**VIII. Collaborating Institution Authorized Representative:**

MEEI & \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Collaborating Institution's Authorized Representative shall be responsible for the business management aspects of the Agreement as the Collaborating Institution's representative empowered to execute Agreements and Modifications thereto.

**IX. General Provisions (if applicable):**

1. **Payment:** Invoices are to be submitted at least quarterly, must detail current and cumulative charges, and should be sent to Office of Research Administration, MEEI. The final invoice, clearly marked, must be submitted no later than forty-five (45) days after the expiration date of this Agreement. The Collaborating Institution shall inform the MEEI Administrative Officer if the final invoice cannot be submitted within forty-five (45) days of expiration of this Agreement. The total amount of any unobligated balance which Collaborating Institution requests to carry-forward under "expanded authorities" and in accordance with Paragraph 7 below must be reflected in the final invoice.
2. **Allowable Costs:** The amount authorized will cover the direct costs of the research and whatever indirect costs are allocable thereto. The allowability of costs will be determined with applicable OMB and DHHS cost principles. Pursuant to the NIH Revitalization Act (P.L. 103-43, June 10, 1993), Section 2004, when purchasing equipment or products under this Agreement, the Collaborating Institution shall, whenever possible, purchase only American-made items. The policies of the Collaborator concerning salaries, fringe benefits, travel and travel reimbursements are to apply, provided they are in compliance with DHHS policy. No individual's salary may be reimbursed at a rate in excess of the current limit established by NIH policy.
3. **Limitation of Cost:** The Collaborating Institution shall not be reimbursed for costs incurred in excess of the total amount obligated without an amendment to this Agreement, executed and agreed to in writing by both Parties.
4. **Audit:** Collaborating Institution agrees to comply with the requirements of OMB Circular A-133. Collaborating Institution further agrees to provide MEEI with online access to any of the independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, Collaborating Institution will provide copies of responses to auditors' reports and a plan for corrective actions. The Collaborating Institution shall cooperate with MEEI in resolving questions MEEI may have concerning the auditors' reports and plan for corrective action.
5. **Grant-Related Income:** The Collaborating Institution will inform MEEI of any grant-related income and will maintain appropriate records for the receipt and disposition of such income to

enable MEEI to fulfill its responsibility to NIH. The Collaborating Institution agrees to utilize such income as provided in the NIH Grants Policy Statement, DHHS Publication No. (OASH) 94-50,000 (Rev.) December, 2003.

6. **Change of PI:** The Collaborating Institution PI may not be changed, nor may his/her effort be substantially redirected without approval by MEEI. Should the Collaborating Institution PI become unavailable to the project for a period exceeding three (3) months, the Collaborating Institution shall, upon receipt of MEEI's approval, appoint a replacement.
7. **Prior Approvals:** The administrative requirements for approval of rebudgeting will be governed by the policies indicated in the NIH Grants Policy Statement, DHHS Publication No. (OASH) 94-50,000 (Rev.) December, 2003; Request for rebudgeting of carry over of an unobligated balance into the next budget period should be directed to MEEI's Administrative Officer specified above. Such requests will be reviewed and, if appropriate, approved by MEEI and forwarded to the awarding agency for prior approval by the Grants Management Officer.
8. **Equipment:** Equipment purchased under this Agreement shall be subject to 45 CFR 74. In accordance with NIH requirements. The Collaborating Institution agrees to maintain sufficient records to enable MEEI to fulfill its accountability under the NIH grant. At the request of MEEI or NIH, the Collaborating Institution shall submit a final report of equipment purchased under the Agreement to the MEEI Administrative Officer no later than thirty (30) days after such request.
9. **Patents:** The determination of the rights of ownership and disposition of inventions resulting from the performance of the work under this Agreement and the administration of such inventions shall be in accordance with DHHS policy as set forth in 37 CFR 401. The Collaborating Institution will insure that DHHS policy is agreed to by all persons who perform any part of the work under this Agreement and who may be reasonably expected to make inventions. The Collaborating Institution shall submit a final report of inventions no later than thirty (30) days after the expiration of the Agreement to the MEEI Administrative Officer.
10. **Human Subjects:** If human subjects are used in the conduct of the research, the protocol must be approved by the Collaborating Institution's Institutional Review Board (IRB) and submitted to MEEI for ratification by the MEEI Human Subjects Committee.
11. **Laboratory Animals:** The use of vertebrate animals in the conduct of the research will comply with applicable portions of the Animal Welfare Act (P.L. 89-544 as amended) and will follow the guidelines prescribed in Guide for the Care and Use of Laboratory Animals (National Academy Press, 1996). An animal protocol must be approved by the Collaborating Institution's Institutional Animal Care and Use Committee (IACUC) and approval submitted to MEEI for ratification by the MEEI Animal Care Committee.
12. **Civil Rights and Equal Employment Opportunity:** The Collaborating Institution shall comply with Title VI of the Civil Rights Act of 1964 and certified that it has a valid Assurance of Compliance on file with the Department of Health and Human Services (Form HHS 441). The

Collaborating Institution agrees to include in any lower tier Agreement entered into pursuant to this Agreement the provision of this Article IX.12.

13. ***Student Unrest:*** The Collaborating Institution shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration from grant funds to any individual who has been engaged or involved in activities described as “student unrest”.
14. ***Termination:*** Either party may terminate this Agreement upon thirty (30) days written notification to the other party, in the event of termination, Collaborating Institution will be reimbursed for any non-cancelable obligations properly incurred prior to the date of notice of termination.
15. ***Publications and Reports:*** The Project Director is encouraged to publish results of their research. NIH support should be acknowledged as follows: “This investigation was supported by NIH Research Grant No. DC006296”. Reprints should be provided to the MEEI Principal Investigator. During the final year of the Agreement project, the final report shall be submitted to MEEI’s Principal Investigator no later than forty-five (45) days after the expiration date of this Agreement.
16. ***Copyright:*** The author(s) is free to arrange for copyright without approval when publications or similar materials are developed from work supported in whole or in part by this Agreement. Any such copyrighted materials shall be subject to a royalty-free, non-exclusive, and irrevocable license to the U.S. Government to reproduce them, translate them, publish them, use and dispose of them, and to authorize others to do so for educational and non-profit purposes.
17. ***Indemnification:*** The Collaborating Institution shall indemnify, defend and save harmless MEEI and its employees from any and all loss, damage, claims, actions and suits whatsoever including all costs, expenses and attorney’s fees incurred by the Collaborating Institution that arise out of the Collaborating Institution’s negligence or other legal wrong-doing in any way connected with activities under this Agreement. The Collaborating Institution agrees to maintain its normal insurance coverage during the course of this Agreement. MEEI shall indemnify, defend and save harmless Collaborating Institution and its employees from any and all loss, damage, claims, actions and suits whatsoever including all costs, expenses and attorney’s fees incurred by MEEI that arise out of MEEI’s negligence or other legal wrong-doing in any way connected with activities under this Agreement.
18. ***Debarment:*** The Collaborating Institution certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency. The Collaborating Institution shall comply with the regulations found at 45 CFR 620, “Governmentwide Debarment and Suspension (Nonprocurement).”
19. ***Misconduct:*** The Collaborating Institution, in executing this Agreement, certifies that it has filed with PHS an assurance regarding procedures for dealing with and reporting possible misconduct in science on file with the Office of Research Integrity or agrees to be subject to the misconduct policies of MEEI with respect to the research supported by this Agreement.

20. **Conflict Of Interest:** The Collaborating Institution, in executing this Agreement, certifies compliance with the applicable requirements of 42 CRT 50, Part F, "Objectivity in Research". The existence of any conflict of interest will be reported to MEEI and such report shall include an assurance that the conflict has been managed, reduced or eliminated in accordance with PHS regulations.
21. **Clean Air Act And The Federal Water Pollution Control Act:** If the Total Estimated Cost of this Agreement is \$100,000 or more, the Collaborating Institution agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **Additional Federal Requirements:** The Collaborating Institution shall also comply with the following and shall have completed and have on file the required assurances: (1) Section 504 of the Rehabilitation Act of 1973, Assurance Form HHS-641; (2) Age Discrimination Act of 1975; (3) Title IX of the Education Amendment of 1972; (4) Section 526 of the PHS Act as amended; (5) Section 522 of the PHS Act, as amended. In signing this Agreement, the Collaborating Institution certifies that they will comply with DHHS regulations for implementation of Public Law 101-121, Section 319 regarding lobbying restrictions and reporting requirements.
23. **Entire Agreement:** The Agreement constitutes the entire Agreement between MEEI and the Collaborating Institution. Any changes or modifications shall be accomplished by amendment to this Agreement executed by the duly authorized representative of the parties.

**MASSACHUSETTS EYE AND EAR  
INFIRMARY**

**Collaborating Institution:**

\_\_\_\_\_  
Michael Collins  
Vice President of Research Administration

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT I  
STATEMENT OF WORK**

As incorporated into the original grant application.

MEEI & \_\_\_\_\_

**ATTACHMENT II  
BUDGET**

**Direct Costs:**

Personnel  
Equipment  
Supplies  
Other

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**Total Direct Costs:**

**F&A Costs (at \_\_\_\_\_ %):**

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**Total Costs:**