



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: November 21, 2024

Agenda Section: Consent Agenda

Agenda Item Title: UIW Material Transfer Agreement

From/Presenters: Christopher Douglas, Director of Special Education

Description: UIW is providing materials to create a Sensory Room at South San Antonio High School to be utilized by students. The materials provided to South San Antonio High School are valued at approximately \$50,000.

Historical Data: South San Antonio ISD is in a partnership with the University of the Incarnate Word through the U.S. Department of Education with a focus on mental health in schools. The five year partnership provides SSAISD with internships for school psychologists and occupational therapists.

Recommendation: Approval by the Superintendent of Schools and the Board of Trustees.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal: N/A

University of the Incarnate Word
Material Transfer Agreement to Nonprofit Institutions

The **University of the Incarnate Word** (“UIW”), a Catholic institution of higher education organized as a Texas nonprofit corporation, located at 4301 Broadway, San Antonio, Texas, 78209, under the “Mental Health Service Professional Demonstration Grant” has contractual obligations to provide educational and training devices and “Material”, for fulfillment of services that are necessary for milestone requirements under the “Mental Health Service Professional Demonstration Grant.” The “Provider Scientist”, Dr. Marcie Campbell, will provide the Material as defined in the “Mental Health Service Professional Demonstration Grant” to **South San Antonio ISD** (“Recipient Institution”), located at 1450 Gillette Blvd, San Antonio, TX, 78224, on behalf of their personnel, Christopher Douglas, Erika Almendarez, and John Davila who are internal collaborators with the Provider Scientist and members of the Recipient Institution. As of October 24, 2024 (“Effective Date”) and in consideration for receiving Material, the Recipient Institution agrees to the following terms and conditions:

1. Duration and Termination.

a. **Duration.** This Agreement shall commence on the Effective Date and shall terminate 3 years from the Effective Date, or upon early termination as provided herein.

b. **Early Termination.**

1. Either party may terminate this Agreement without penalty or cause by providing written notice to the other party at least ninety (90) calendar days prior to the proposed termination date.
2. The parties may mutually agree in writing to terminate this Agreement at any time without cause and without penalty to either party.

c. **Effect of Termination.** Upon termination of this Agreement, the parties shall have no further obligations hereunder except for (i) obligations accruing prior to the termination date, and (ii) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the termination date. Upon termination, Recipient Institution shall retain all Material.

2. Authority. In implementing this Agreement, UIW and South San Antonio High School each act on their own behalf and neither has authority to bind the other without the other’s express written consent. The Parties acknowledge that nothing in this Agreement shall be interpreted to create a joint venture, partnership, employment, or agency relationship between the parties.

3. Intervening Events/Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, the Parties shall not be liable for any delays or failures in performance if the delay or failure is due to events or acts which are beyond the control of the Parties and constitutes an event of force majeure. Such events or acts shall include acts of God, state or natural declaration of disaster, epidemic, pandemic, war, rebellion, civil insurrection, fire, floods, national emergency, labor disputes, and orders of a military, state or federal court or authority. Notice of any such Intervening Events/Force Majeure event shall be provided to the affected party or parties as soon as practically possible, not later than five (5) days after the Force Majeure event.

4. Ownership.

a. As defined in “Mental Health Service Professional Demonstration Grant,” the procured Material upon transfer to the Recipient Institution will gain ownership of the Material, including any Material contained or incorporated through modifications to the Material, if any.

Material is for use by Recipient Institution in support of activities defined by “Mental Health Service Professional Demonstration Grant” in collaboration with the Provider Scientist. Material shall not be used in activities outside of those supported by the “Mental Health Service Professional Demonstration Grant.” Material may not be used for any commercial purpose, including but not limited to research conducted under any sponsored research agreement. This Grant is funded by the Department of Education under the Promoting Mental Health Services for School – Based Settings program (Award# S184X230151). All activities carried out using the provided Materials during the Grant period must be aligned with the objectives of the Grant. Material is to be used solely by Recipient Institution and collaborators, and only in prescribed ways following thorough training provided by the Provider Scientist. Material is not to be distributed to any other Parties on or off of the Recipient Institution’s premises. The Provider Scientist shall pay costs for shipment of the Material.

b. UIW will ensure that all materials have been received by the Recipient Institution and properly installed by the vendor, Southpaw, for use. The vendor will provide onsite training for users at the Recipient Institution’s address: 7533 Barlite Blvd, San Antonio, TX 78224. The Recipient Institution will maintain records of all individuals who have received authorized training on the equipment and will keep usage logs until the Grant concludes. Authorized use of the Material that results in unanticipated events to include injury of persons are the responsibility of the Recipient Institution. Modification of the Material is not approved by the Provider Scientist; any modifications of the Material or use of the Material that is not under the currently approved scope of use under “Mental Health Service Professional Demonstration Grant” will require further written agreement between UIW and Recipient Institution. Subject to the specific rights granted hereunder, Recipient Institution understands that no other rights are given or implied by the establishment of this Agreement.

c. At the termination of the research conducted under the “Mental Health Service Professional Demonstration Grant” the Recipient Institution shall be free, in its sole discretion, to use/distribute the Material to others and to use the Material for their own purposes.

5. Publication. Any publication containing Research results obtained by use of the Material shall acknowledge the source of the Material, in a scientifically appropriate manner, and Recipient Institution shall provide a copy of any such publication to the Provider Scientist for review at least thirty (30) days in advance of such publication. Recipient Institution and collaborators shall duly consider any comments provided by the Provider Scientist within such thirty-day period, but is not obligated to accept such comments. Recipient Institute and collaborators shall provide to the Provider Scientist a copy of the Research results.

6. Confidential Information. The parties agree that unless otherwise authorized, they shall treat all information disclosed as Confidential Information and will take all reasonable precautions to prevent disclosure to any other person or party. In the event the parties terminate the Agreement, the parties will return all Confidential Information to the owner of such Confidential Information. In lieu of return, the information may be destroyed by the recipient provided any such destruction shall be certified in writing to the disclosing party by the recipient. “Confidential Information” means all information both tangible and intangible of a party which relates, respectively, to the above identified subject matter, including, but not limited to, trade secrets, proprietary information, business and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means, and which is not generally known to the public, in whatever medium provided, whether unmodified or modified by either party whenever and however disclosed by both or one of the parties.

7. **No Warranty.** The Material is a research tool during the course of the timelines specified under the “Mental Health Service Professional Demonstration Grant” and is a gift to the Recipient Institution when all milestone activities have been completed. The Material is provided “AS-IS” WITHOUT WARRANTY AND UIW EXPLICITLY DISCLAIMS ANY EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UIW IS NOT RESPONSIBLE FOR REPARATIONS. If normal wear and tear damage needs repair or maintenance costs are required for full functionality of the Material during the course of the timelines under the “Mental Health Service Professional Demonstration Grant” UIW, the Providing Scientist, and the Recipient Institution will determine how to best support Material repair/maintenance requirements. Recipient shall use the Material in an appropriate, safe manner in compliance according to manufacturer’s recommendations and with all applicable Federal, State, and local laws, regulations, and guidelines.

8. **Indemnity and Hold Harmless.** In no event shall UIW be liable for any use by Recipient Institution of the Material or for any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material, except when caused by the gross negligence or willful misconduct of UIW. Except where limited by Federal law, or to the extent authorized by the constitution and laws of the state governing this Agreement, Recipient agrees to defend, indemnify, and hold harmless UIW, its Board of Trustees, officers, agents, and employees (the “Indemnitees”) for any liability, loss, cause of action or damage Indemnitees may suffer as a result of claims, demands, lawsuits, costs, or judgments against the Indemnitees arising out of the use, storage or disposal of the Material by Recipient Institution, its agents, officers, employees, representatives, and assignees, or use of the results obtained from the Research, except when caused by gross negligence or willful misconduct of UIW.

9. **Assignment.** Neither Party shall assign, sell, or otherwise transfer this Agreement without the written consent of the other.

10. **Notices.** Any notices contemplated under this Agreement shall be effective when delivered via email, in person, or via certified mail, return receipt requested, sent to the addresses listed below.

11. **Amendments.** By mutual written consent, the Parties may amend, modify and/or expand this Agreement. Any amendment shall only apply subsequent to the date such amendment has been approved by the Parties, unless otherwise set out in the Amendment.

12. **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other law. Any legal proceedings arising out of or relating to this Agreement or its alleged breach shall be brought in the United States District Court for the Western District of Texas or in the state courts of Bexar County, Texas, to the exclusion of any other forum, and the parties hereby submit to the exclusive jurisdiction of the aforesaid courts.

13. **Interpretation.** This Agreement constitutes the entire agreement and understanding of the parties. No prior or contemporaneous agreement or understanding shall be effective. This Agreement may not be modified or amended except by written instrument signed by both parties.

14. Use of the Material must be in compliance with the procedures and training defined by the Provider Scientist outlined in Exhibit A.

15. UIW retains the right to contact Material Recipient Institution for information on the provided Material for federal reporting requirements as defined by the Department of Education, grant

award S184X230151. Instructions for annual reporting requirements and record keeping are defined in Exhibit B.

The authorized representatives of the parties have executed this Material Transfer Agreement as of the Effective Date.

**The University of the Incarnate
Word**

By: _____

John M. Bury

Vice President for Strategy and Enrollment

Date: _____

South San Antonio ISD

By: _____

Christopher D. Douglas

Director of Special Education

Date: _____

I have read this Agreement and understand my obligations hereunder:

UIW Scientist

By: _____

Marcie Campbell

Assistant Professor and Director of Research and Grants

Address for all Notices:

4301 Broadway, CPO 412
San Antonio, TX 78209

Recipient Collaborator

By: _____

Name: Erika Almendarez

Principle

Address for all Notices:

7533 Barlite Blvd.
San Antonio, TX 78224

Exhibit A
Standard Operating Procedures and Training for Sensory Room

1. **The Material.** The following equipment is designed for use within the Sensory Room:
 - a. **Interactive Tubes:** Engaging visual elements that promote sensory exploration through light and movement.
 - b. **Stereo Rover:** A mobile audio system designed to enhance auditory experiences within the sensory environment.
 - c. **Star Gazer:** A device that projects star patterns, creating a calming and immersive atmosphere.
 - d. **Interactive Color Panel:** A touch-sensitive panel that allows users to explore colors and light interactions, encouraging creative expression.
 - e. **Interactive video player:** A multimedia tool that facilitates interactive storytelling and sensory engagement through visual and auditory content.
 - f. **Epson LCD Projector:** A high-quality projector used to display images and videos, contributing to sensory stimulation and learning experiences.
 - g. **Super Controller:** A centralized device that manages the operation of various Southpaw interactive products, ensuring seamless interaction.
 - h. **Super Switch:** A central device that controls the color changer of interactive Southpaw products and allows for switching between eight different modes of operations.
 - i. **Vibro-Acoustic Padded Platform:** A padded surface that combines vibration and sound, providing deep sensory input for relaxation and engagement.
 - j. **Wood backed Acrylic Mirrors:** Mirrors that enhance visual exploration and spatial awareness, allowing for interactive play and self-recognition.
 - k. **Vibro-Acoustic Loveseat:** A dual-seated option that provides shares sensory experiences through integrated vibration and sound.
 - l. **Economy Folding Mat:** A portable mat for various activities, providing a comfortable and safe space for movement and relaxation.
 - m. **Adult Sensory Rocker:** A rocking chair designed for calming movement, aiding in sensory modulation and relaxation.
 - n. **Contoured Relaxer Chair:** A chair that supports the body's natural posture while providing comfort for sensory activities.
 - o. **Zumba Rocker with Arms:** A dynamic rocking chair that encourages movement while offering arm support for added stability.
 - p. **Cloud Nine:** A soft sensory pad, that provides enveloping experience for users, promoting comfort and relaxation.
 - q. **MSE + Interactive Power Cube:** An interactive device that combines sensory stimulation with technology for engaging play. The Power Cube will teach cause and effect and communication skills.
 - r. **5b Weighted Blanket:** A calming blanket designed to provide gentle pressure, promoting relaxation and comfort.
 - s. **Stretch-Eeze:** A tool for gentle stretching and movement, enhancing physical comfort and sensory integration.

Training and support: The vendor, Southpaw, will conduct a one-time, comprehensive on-site training session at the Recipient Institution's location. This training will cover the proper handling and operation of all listed equipment. Furthermore, the UIW OT Contractor will act as a valuable resource to ensure that educators at South San Antonio High School receive detailed instructions on effectively using the equipment to enhance students' sensory

experiences.

2. **RECIPIENT**. All materials and equipment listed in this Agreement may be used by students in the Sensory Room, provided that at least one adult trained in equipment use is present to supervise. This supervision is essential to ensure that the equipment is used safely and responsibly, preventing any potential damages or mishandling. Supervising adults are responsible for monitoring student interactions with the materials, providing guidance as needed, and ensuring a positive and secure sensory experience. The supervising adult will maintain a log sheet documenting the number of students utilizing the sensory room on each date and at each time. No specific student names are required.
3. **The Material**. Maintenance for all material and equipment used in the Sensory Room will be the responsibility of South San Antonio ISD. To ensure that the Material remain in good condition, storage instructions will be provided by the Recipient Institution's collaborator. Adhering to these instructions is crucial for preserving the integrity and functionality of the equipment, allowing for effective and safe in sensory activities. UIW is not liable for repairs. For repairs due to normal wear and tear during the Grant period, UIW, the Providing Scientist, and the Recipient Institution will collaborate on maintenance solutions. The Recipient must use the Material Safely and in compliance with the manufacturer recommendation and all applicable laws and regulations.
4. **Any questions or concerns RECIPIENT should contact:**

Marcie Campbell
Director of Research and Grants
(210)283-6957
mkcampbe@uiwtx.edu
5. RECIPIENT agrees that any person utilizing the Material within RECIPIENT Institution will be advised of and shall be subject to the conditions of the Agreement.

Exhibit B
Annual Reporting Requirements and Record Keeping

1. **Purpose:** Exhibit B outlines the annual reporting requirements and record-keeping obligations for the Material Recipient Institution to comply with federal Grant conditions.
 - a. Annual Report Submission: The Material Recipient Institution must submit an annual report by December 1st each year for the next three years. The Reporting period will be covered during the end of the year interim report for the MHSP grant.
 - b. Annual report must include the following:
 - i. Description of the Material Provided: Details on the material received, including types, quantities, and any changes in use.
 - ii. Utilization Summary: An Overview of how the materials were utilized in research or other projects.
 - iii. Outcomes: Any significant findings, publications, or contributions resulting from the use of the materials.
 - iv. Compliance Statement: A declaration confirming adherence to all grant conditions and reporting requirements.

Contact Information. For any questions regarding the reporting process, please contact:

Marcie Campbell
Director of Research and Grants
(210)283-6957
mkcampbe@uiwtx.edu

The Material Recipient Institution is responsible for understanding and fulfilling these requirements to ensure compliance with federal grant obligations. Failure to adhere to these reporting and record keeping may affect future funding opportunities.