

## Sponsored Agreement

**Sponsor Name:** BROWNING SCHOOL DISTRICT #9  
**Agreement No.:** UMT-2020-133  
**CFDA #:** Strategic Prevention Framework

**Recipient Name:** University of Montana (UM)  
**Amount Funded This Action:** \$50,000  
**Est. total (if incrementally funded):** \$250,000

### If Federal pass through funding:

**Prime Agency:** Substance Abuse and Mental Health Services Administration  
**Prime Award #:** 1H79SP081549-01  
**Prime CFDA #:** 93.243

### Period of Performance

**Project Title:** Sokinaapi Project (Blackfeet for the Good Health Project)  
**Budget Period:** 09/30/2019 – 09/29/2020  
**Project Period:** 09/30/2019 – 09/29/2024

**Special Requirements:** See Attachment 4 (check if applicable) ☐

### Terms and Conditions

1) **Terms.** Sponsor hereby awards a cost reimbursable agreement, as described above, to UM. Scope of work and budget for this Agreement are shown in Attachment 1 and 2, respectively.

2) **Compensation.** Sponsor will issue payment within 30 days upon receipt of UM's standard invoice. Questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachment 3. If the Sponsor uses a purchase order or some other source document as a Sponsor method for paying invoices from the University and the purchase order or source document contains terms and conditions, those terms and conditions will be null and void and not applicable to this Agreement. The purchase order or source document is solely an internal Sponsor payment document.

A final statement of cumulative costs incurred, including any cost sharing, marked "FINAL" must be submitted to Sponsor's Financial Contact, as shown in Attachment 3, NO LATER THAN ninety (90) days after the Agreement end date. The final statement of costs shall constitute UM's final financial report.

3) **Relationship of Parties.** In its performance of this Agreement, UM shall be an independent entity and not an employee or agent of Sponsor. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

4) **Modification.** Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, should be directed to the appropriate party's Financial Contact, as shown in Attachment 3. Any such changes made to this Agreement require the written approval of each party's Authorized Official as shown in Attachment 3. Rebudgeting restrictions, if any, are addressed in Attachment 4, Special Requirements.

No-cost extensions require the approval of the Sponsor. Any requests for a no-cost extension should be addressed to and received by the Financial Contact, as shown in Attachment 3, no less than thirty (30) days prior to the desired effective date of the requested change.

5) **Reporting Requirements.** UM shall provide reports as required per "Special Requirements" as detailed in Attachment 4, if applicable.

6) **Record Retention.** All records pertaining to this Agreement shall be retained per UM's record retention procedures. If any litigation, claim, or audit pertaining to this Agreement is started before the expiration of the record retention, the records must be retained until the litigation, claim, or audit findings have been resolved.

7) **Publication and Confidentiality.** Because UM is a state institution of higher education and engages in research activities that are compatible, consistent, and beneficial to its academic role and mission, significant results of research activities must be reasonably available for publication. Before publishing, UM agrees to give Sponsor a copy of any proposed publication, and Sponsor shall have 45 days to review the publication. UM shall consider Sponsor's suggested modifications; however, UM retains final decision as to what the publication shall contain.

UM agrees to take reasonable steps to keep confidential any Sponsor proprietary information supplied to it by Sponsor during the course of performance by UM and designated in writing as confidential. Such information will not be included in any published material without prior written approval by Sponsor.

8) **Patents and Inventions.** UM agrees to take appropriate steps to cause all UM personnel assigned to this Agreement to file an appropriate invention disclosure for any and all inventions and improvements conceived or reduced to practice solely by any of such personnel in the performance of the activity set forth in the Scope of Work, Attachment 1.

If any new intellectual property (IP) is developed during this Agreement, as defined by the filing of an invention disclosure, provisional or non-provisional patent by UM as sole inventor, UM agrees to grant Sponsor an option to license UM's IP at terms to be negotiated between the parties. Such option and first right shall be exercisable by Sponsor for a period of three (3) months after the completion of the research described in Scope of Work, Attachment 1. As to all licenses which may be granted by UM to Sponsor under the terms of this Agreement, UM retains for itself a perpetual royalty-free non-exclusive right to practice the licensed patents and to use the licensed information for research, testing, and educational purposes of UM.

All rights granted are subject to Public Law 96-517, Patent Rights in Inventions made with Federal Assistance (35 USC §201 et seq.).

9) **Similar Research.** Nothing in this Agreement shall be construed to limit the freedom of UM or of its researchers who are not participants under this Agreement, from engaging in similar research made under other grants, contracts, or agreements with parties other than Sponsor.

10) **Ownership of Work.** UM will retain right, title and interest, including the right of copyright, in all work reduced to writing or fixed in any media (including reports, articles, photographs, recordings, data, computer programs, and related documentation) produced by UM under this Agreement.

11) **Use of UM Name.** Sponsor will not include the name, logo, or identifying marks of UM or any of its employees in any advertising, sales, promotion, or other publicity without prior written approval.

12) **Equipment.** Special equipment purchases under the terms of this Agreement become the property of UM unless otherwise specified herein.

13) **Indemnification.** Each party shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability. Each party agrees to maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage, or self-insurance mechanism, will be reasonably provided to the other party upon request.

14) **No Warranties.** UM makes no warranty whatsoever regarding any research outcome obtained hereunder. Any decision regarding safety, applicability, marketability, effectiveness for any purpose, or other use or disposition of any research outcome, shall be the sole responsibility of Sponsor and/or its assigns and licensees.

15) **Liability Exposure.** The parties hereto understand and agree that liability of the State of Montana, UM, its officials and employees is controlled and limited by the provisions of Title 2, Ch. 9, Montana Codes Annotated. Any provisions of this Agreement, whether or not incorporated herein by reference, will be controlled, limited and otherwise modified to limit any liability of the State of Montana and UM to that set forth in the above cited laws.

16) **Termination.** Either party may terminate this Agreement at any time with thirty (30) days written notice to the appropriate party's Administrative Contact as shown in Attachment 3. Sponsor shall pay UM for termination costs as allowable under 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17) **Certifications and Assurances.** By signing below UM makes the certifications and assurances shown in Attachment 5.

18) **Dispute Resolution.** If any dispute arises under this agreement, the parties agree to attempt to resolve the dispute in good faith as follows: 1) First, by informal negotiation; 2) if informal negotiations fail to resolve the dispute, the parties agree to seek mediation using a mediator acceptable to both parties; 3) if mediation fails to resolve the dispute within 60 days of initial mediation session, the parties may agree to submit to binding arbitration under the provisions of the Montana Uniform Arbitration Act, Title 27, Chapter 5, MCA or seek recourse in the Fourth Judicial District Court, Missoula County, Montana.

Any dispute regarding or arising under this agreement will be subject to and resolved in accordance with the laws of the State of Montana. It is agreed by the parties that venue for any alternative dispute resolution or judicial proceeding, to enforce or interpret this agreement will be conducted in Missoula County, Montana.

Authorized Official of Sponsor:

Name:

Title:

\_\_\_\_\_ Date

Authorized Official for University of Montana:

Name: Judy Fredenberg

Title: Assistant Vice President for Research

\_\_\_\_\_ Date

**Attachment 1****Sponsored Research Agreement  
Scope of Work**

The Sokinaapi Project will be a community/reservation driven effort initiative spearheaded by a consortium of all of the school districts on the reservation and supported by tribal and governmental agencies. The University of Montana School of Public and Community Health Sciences has been a partner with the design of the project and will partner with the initiative for ongoing technical assistance and outcomes monitoring throughout the duration of the project. The consortium will be comprised of Browning Public Schools (applicant) which serves 2100 youth K-12, Heart Butte Public Schools which serves 128 youth K-12 and East Glacier Public School which serves 68 youth K-12. Browning Public Schools participates in the United States Center for Disease Control and Prevention (CDC) Youth Behavioral Risks Assessment (YRBS) survey in grades 7 (middle school) and 9 (high school) to determine the prevalence of health risks behaviors among students. The University of Montana team will be responsible for program evaluation, including analysis of progress towards the project goals of improving YRBS-based metrics of student health risk behaviors.

Attachment 2  
**Sponsored Agreement**  
**Proposed Budget**

| Budget Category            |      |       |      | Budget        |
|----------------------------|------|-------|------|---------------|
| Salary                     |      |       |      | 19,997        |
| Fringe Benefits            |      |       |      | 11,986        |
| Travel                     |      |       |      | 1,000         |
| Supplies                   |      |       |      | 1,500         |
|                            |      |       |      |               |
|                            |      |       |      |               |
|                            |      |       |      |               |
|                            |      |       |      |               |
|                            |      |       |      |               |
|                            |      |       |      |               |
|                            |      |       |      |               |
|                            |      |       |      |               |
|                            |      |       |      |               |
| <b>Total Direct Costs</b>  |      |       |      | <b>34,483</b> |
| IDC Rate:                  | 45 % | Base: | MTDC |               |
| <b>Indirect Costs</b>      |      |       |      | <b>15,517</b> |
| <b>Total Project Costs</b> |      |       |      | <b>50,000</b> |

**Attachment 3**  
**Sponsored Agreement**  
**Contact Information**

| <b>Sponsor Contacts</b>   | <b>University of Montana Contacts</b>   |
|---|---|
| Institution / Organization<br>Name:<br>Address:<br><br>EIN No.:             | Institution / Organization<br>Name: University of Montana<br>Address: 32 Campus Drive, 4104<br>Missoula, MT 59812<br><br>EIN No.: 81-6001713  |
| Administrative Contact<br>Name:<br>Address:<br><br>Phone:<br>Fax:<br>Email: | Administrative Contact<br>Name: Cindy Johnson<br>Address: 32 Campus Drive, Main Hall 207<br>Missoula, MT 59812-4104<br><br>Phone: 406-243-4737<br>Fax: 406-243-5739<br>Email: cindy.johnson@umontana.edu  |
| Principal Investigator<br>Name:<br>Address:<br><br>Phone:<br>Fax:<br>Email: | Principal Investigator<br>Name: Curtis Noonan<br>Address: University of Montana<br>32 Campus Drive, Skaggs 159<br>Missoula, MT 59812<br><br>Phone: 406-243-4957<br>Fax: 406-243-4525<br>Email: curtis.noonan@umontana.edu   |
| Financial Contact<br>Name:<br>Address:<br><br>Phone:<br>Fax:<br>Email:      | Financial Contact<br>Name: Cindy Johnson<br>Address: 32 Campus Drive, Main Hall 207<br>Missoula, MT 59812-4104<br><br>Phone: 406-243-4737<br>Fax: 406-243-5739<br>Email: cindy.johnson@umontana.edu   |
| Authorized Official<br>Name:<br>Address:<br><br>Phone:<br>Fax:<br>Email:    | Authorized Official<br>Name: Judy Fredenberg, Assistant Vice President for Research<br>Address: Office of Research and Sponsored Programs<br>University of Montana<br>32 Campus Drive, 4104<br>Missoula, MT 59812<br><br>Phone: 406-243-6670<br>Fax: 406-243-5739<br>Email: awards@umontana.edu |

**Attachment 4**

**Sponsored Agreement  
Special Requirements**

## Attachment 5

## Sponsored Agreement Certifications and Assurances

By signing the Agreement, the authorized official of the University of Montana certifies, to the best of his/her knowledge and belief that:

### Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of UM, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, UM shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."
- 3) UM shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

### Debarment, Suspension, and Other Responsibility Matters

The University of Montana certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

### 2 CFR 200 Assurance

Recipient assures Sponsor that it complies with 2 CFR 200 and that it will notify Sponsor of completion of required audits and of any adverse findings which impact this Agreement.