COLLABORATIVE RESEARCH AGREEMENT

This collaborative research agreement ("Agreement") between The University of Texas Health Science Center at Houston ("University"), located at 7000 Fannin Street, UCT 1006, Houston, TX 77030, a member institution of The University of Texas System ("System") governed by the Board of Regents of The University of Texas System ("Board") and Fabens Independent School District located at 821 N E Ave G, Fabens, Texas 79838-0697 ("Collaborator.") (collectively, "Parties", or singly, "Party") is entered into as of Date of Last Signature ("Effective Date").

WHEREAS University is conducting a project titled, "All for Them Texas: A multifaceted dissemination and implementation approach to increase HPV vaccination" ("Research Program") funded by a grant from the Cancer Prevention Grant Contract (CPRIT).

WHEREAS the Parties desire to collaborate on the Research Program.

NOW, therefore, the Parties agree as follows:

1. RESEARCH PROGRAM

The Parties will conduct the Research Program as described in the statement of work, attached and incorporated into this agreement as Appendix A. If any change to the statement of work is necessary, the Parties shall make the change by written notice.

Each of the Parties will use its own facilities and reasonable efforts to conduct the Research Program.

The Research Program will be carried out beginning on the Effective Date and continuing through and including February 28, 2028 ("Term").

Each Party will be responsible for providing its deliverables as listed in Appendix A.

The title of the Research Program shall be used on all documents, publications and reports arising from the Research Program.

2. KEY PERSONNEL

All work required under the Research Program will be supervised by Dr. Paula Cuccaro, ("Principal Investigator"), who is an employee of University and shall be responsible for the overall scientific and technical conduct of the Research Program. All work done by Collaborator will be supervised by Elizabeth Ramiez, ("Collaborating Investigator").

3. FINANCIAL OBLIGATION

The Parties shall maintain their individual funding throughout this Agreement.

Each Party may determine at its own discretion, the amount of resources, personnel, materials or funds it will devote to the work under this Agreement.

Except as outlined in Appendix A, the Parties shall each be individually responsible for expenses incurred by their respective researchers.

Neither Party shall be liable or obligated to any third party contractual agreement undertaken by the other Party.

4. DATA RIGHTS

All data from the Research Program arising from the University sites belongs to University.

All data from the Research Program arising from the Collaborator belongs to Collaborator.

Both Parties will make the data arising from the Research Program ("Data") freely available to the other parties participating in the Research Program, and each Party may use the Data for internal non-profit research and educational purposes or in reports to their funding source.

Collaborator acknowledges that University will share the Data with CPRIT, which will maintain the responsibility for creating, managing and cleaning the data for ongoing analysis as described in Appendix B.

5. PUBLICATION

Results of the study will be published first in a single report authored jointly by the Parties. Each Party shall be free to publish its results of the Research Program without consultation of the other except as set out herein.

Each Party will acknowledge the support and contribution of the other Party in all such publications and shall name authors as is scientifically appropriate.

All presentations and publications from the Research Program will acknowledge sponsors and funding for the study, if applicable

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Each Party will provide to the other a copy of any proposed manuscript thirty (30) days prior to submission for review and comment.

6. REPORTING REQUIREMENTS

Collaborating Investigator shall provide technical progress reports as requested by Principal Investigator. The Principal Investigator and the Collaborating Investigator shall correspond at regular intervals during the duration of the Research Program to discuss scientific results and progress.

7. INTELLECTUAL PROPERTY

Any intellectual property invented, reduced to practice, created, or developed solely by Collaborator under this Agreement shall be owned by Collaborator ("Collaborator Intellectual Property"). Any Intellectual Property invented, reduced to practice, created, or developed solely by University under this Agreement shall be owned by University ("University Intellectual Property"). Any intellectual property invented, reduced to practice, created, or developed jointly by Collaborator and University under this Agreement shall be owned jointly by Collaborator and University ("Joint Intellectual Property"). Inventorship shall be determined under U.S. Patent Law.

Each Party will notify the other, in confidence and in writing ("Notification"), of any inventions or discoveries resulting from the Research Program as soon as possible after creation and reduction to practice and in accordance with its intellectual property policy then in effect ("Disclosure"). Notifications shall be made within forty-five (45) days of receipt of Disclosure. Upon receipt of a Disclosure with respect to Joint Intellectual Property the Parties shall mutually agree upon the preparation of patent application(s), patent strategy and cost allocation.

8. CONFIDENTIALITY

The Parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). Each Party will use reasonable efforts to prevent the disclosure of the other Party's Confidential Information to third parties for a period of three (3) years from receipt, provided that the receiving Party's obligation shall not apply to information that:

i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
ii. is already in the receiving Party's possession at the time of disclosure;
iii. is or later becomes part of the public domain through no fault of the receiving Party;
iv. is received from a third party having no obligations of confidentiality to the disclosing Party;
v. is independently developed by the receiving Party;
vi. is required by law or regulation to be disclosed.

9. TERMINATION

Either Party may terminate performance under this Agreement upon thirty (30) days' prior written notice to the other Party. University may terminate performance upon written notice to Collaborator if circumstances beyond its reasonable control preclude continuation of the Research Program. Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to termination.

10. INDEPENDENT CONTRACTORS

For the purposes of this Agreement and all services to be provided hereunder, the Parties are independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as expressly provided herein or authorized in writing.

To the extent allowed by law, each Party shall be responsible for its negligent acts and omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by applicable law.

11. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

The Parties expressly understand and agree that:
i. the Materials are experimental in nature and may be hazardous,
ii. neither Party makes any representations or warranties of any kind, express or implied, with respect to such Materials, including, but not limited to, representations and warranties as to non-infringement, merchantability and fitness for any particular purpose, and
iii. neither Party shall be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages in connection with the use, storage, or disposal of the Materials provided by the other Party.

12. GOVERNING LAW; DISPUTE RESOLUTION; JURISDICTION AND VENUE; ATTORNEYS' FEES

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). System and Collaborator irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either Party commences any proceeding against the other Party with respect to this Agreement, the prevailing Party (as determined by the authority before whom such proceeding is commenced) shall be entitled to recover reasonable attorneys' fees and costs as may be incurred in connection therewith in addition to any such other relief as may be granted. This Agreement may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either Party without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON	FABENS INDEPENDENT SCHOOL DISTRICT

Name: Valerie Bomben
Title: Director of Sponsored Contracts
Date:

Name:
Title:
Date:

APPENDIX A

Scope of Work

Grant Title

All for Them Texas: A multifaceted dissemination and implementation approach to increase HPV vaccination

Purpose

This MOU establishes a collaboration between the UTHealth Houston School of Public Health (UTH SPH) and Fabens Independent School District (FISD) for the All for Them Texas pilot research study (conducted by UTH SPH). This study aims to test the feasibility, usability, and acceptability of a dissemination strategy called *Implementing All for Them (IM-AFT)*. The goal of IM-AFT is to guide schools, school districts, community health centers, and federally qualified health centers to use the All for Them approach to increase immunization uptake in their respective settings.

Timeline

This MOU will be effective from June 1, 2024 – February 28, 2025.

Scope of Work

UTH SPH

- UTH SPH will provide the IM-AFT implementation strategy, which will include a training session, a guide and toolkit, and technical assistance sessions to support program implementation.
- UTH SPH will conduct a project kick-off meeting with FISD to assess projected needs and provide strategy guidance.
- UTH SPH will conduct brief periodic check-ins with FISD site coordinator, as needed.
- UTH SPH will conduct a site visit, coordinated in advance, either virtual or in person.

FISD

- FISD will access all IM-AFT components, including using the implementation guide and toolkit, and participating in the training and technical assistance.
- FISD will identify at least one person from the organization to participate in evaluation components (e.g., pre- and post-survey, a fidelity checklist, and a post-implementation interview).
- FISD will identify a coordinator (champion) to work with their implementation partner and UTH SPH and lead the implementation team and activities.
- FISD will meet with UTH SPH as needed to discuss project progress and deliverables (including, but not limited to, providing the name of their implementation partner, number of schools and locations in which All for Them is being implemented, number of students/patients reached, marketing strategies implemented, etc.).

- FISD will implement All for Them using IM-AFT in their organization/community in at least one setting during the 2024-2025 academic year, including all core components.

APPENDIX B

Data Transfer and Use Agreement

Data-specific Terms and Conditions:

Personally Identifiable Information – FERPA

Additional Terms and Conditions:

1.The Data is Personally Identifiable Information, as that is defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. §1232(g) and regulations at 34 C.F.R. §99.3 (collectively, "FERPA") and is further categorized as Education Records and/or Treatment Records as those terms are defined in FERPA.

☐ If checked, the Data is covered under a Certificate of Confidentiality, which must be asserted against compulsory legal demands, such as court orders and subpoenas for identifying information or characteristics of a research participant. See https://grants.nih.gov/grants/guide/notice-files/NOT-OD-17-109.html for further information.

2.Notwithstanding any statement herein to the contrary and pursuant to 34 CFR §99.31(a)(6), Provider represents that it has full authority to share the Data with the Recipient for the Project.

3.Unless otherwise required by law or legal process, Recipient shall not use or further disclose the Data other than as permitted by this Agreement. If Recipient believes it is required by law or legal process to use or disclose the Data, it will promptly notify Provider, to the extent allowed by law, prior to such use or disclosure and will disclose the least possible amount of Data necessary to fulfill its legal obligations.

4.In the event Recipient becomes aware of any use or disclosure of the Data not provided for by this Agreement, Recipient shall take any appropriate steps to minimize the impact of such unauthorized use or disclosure as soon as practicable and shall notify Provider of such use or disclosure as soon as possible, but no later than 5 business days after discovery of the unauthorized use or disclosure. Recipient shall cooperate with Provider to investigate, correct, and/or mitigate such unauthorized use or disclosure. Recipient acknowledges that Provider may have an obligation to make further notifications under applicable state law and shall cooperate with the Provider to the extent necessary to enable Provider to meet all such obligations.

5.Recipient will not use the Data, either alone or in concert with any other information, to make any effort to contact individuals who are the subjects of the Data without appropriate Institutional Review Board (IRB)approval, specific written approval from Provider, and informed consent and authorization from the individual or a waiver, if required.

6.Recipient agrees to store Data with security controls adequate to protect Personally Identifiable Information, to ensure that only Authorized Persons have access to the Data, and to maintain appropriate control over the Data at all times.

7.Pursuant to 34 CFR §99, Recipient agrees to remove and securely destroy, as directed by the Provider in Attachment 1, the Personally Identifiable Information at the earliest time at which removal and destruction can be accomplished consistent with the Project.

8.By signing this Agreement, Recipient provides assurance that its relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB review or approval that may be required prior to Recipient's use of the Data. Upon Provider's written request to the Recipient's Contact for Formal Notices identified in the signature block, Recipient shall provide documentation of its IRB-Approved Protocol.