



POLICY

• Retrieval Number:	11,011
• Page:	1 of 1
• Originator:	Rick Middleton
• Applicable Area:	Program Officers
• Original Date:	12/3/2015
• Revised Date:	10/13/2016

OFFICE OF RESEARCH AND GRADUATE STUDIES

SUBJECT: CMEP Employees Submitting Grant Proposals Under the Auspices of CMU

CMEP (Central Michigan University Medical Education Partners) faculty members may now submit proposals through CMU’s Office of Research and Graduate Studies. However, because CMEP faculty are employed by CMEP rather than CMU, these proposals are handled differently than a normal proposal. The following guidelines delineate the guidelines for this special group of proposals.

1. Under the terms of the CMEP/CMU Memorandum of Understanding (attached), CMEP employees will be eligible to be considered as a PI or Co-PI on external grant and contract proposals.
2. CMU will be listed as the applicant institution.
3. All such proposals with CMEP PI’s and Co-PI’s will be submitted through the CMU Office of Research and Graduate Studies.
4. CMEP proposals will be reviewed by Neli Ragina, Ed McKee and George Kikano. Ragina, McKee and Kikano will be placed on the Cayuse routing chain for all proposals of this type.
5. Proposal budgets will have all costs (except CMEP employee salary and benefit costs) built in as direct costs to CMU. The CMEP employee salary and benefit costs will be included in the budget as a sub-award from CMU to CMEP.
6. Unless a sponsor imposes a reduced F&A rate, CMU will recover standard F&A in accord with our F&A rate agreement. Until such time as CMEP obtains a federally negotiated rate agreement, their expenses will be charged the de minimis F&A rate of 10%.
7. When awards are received ORGS will hold a PI meeting with the CMEP employee(s) and invite Bunny Punches as she will be monitoring all awards for CMEP employees.

RESEARCH AGREEMENT
BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND
SAGINAW COOPERATIVE HOSPITALS, INC.

This **RESEARCH AGREEMENT** ("Agreement") is made as of June 1, 2015 by and between Saginaw Cooperative Hospitals, Inc., a Michigan nonprofit corporation d/b/a Central Michigan University Medical Education Partners ("CMEP"), located at 1000 Houghton Avenue, Saginaw, Michigan 48602, and Central Michigan University Board of Trustees, being the constitutional and statutory Board of Control of Central Michigan University ("CMU"), located at 1200 South Franklin Street, Mt. Pleasant, Michigan 48859.

WHEREAS, CMU possesses the research infrastructure necessary to submit external grant and contract proposals, to review research protocols, and to administer and manage externally funded research, and

WHEREAS, CMEP desires to pursue certain research activities in collaboration with CMU and under the auspices of CMU,

WHEREAS, CMU and CMEP currently work in conjunction to provide high quality medical education to medical students and residents.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CMU and CMEP agree as follows:

1. DEFINITIONS

- 1.1 Award. "Award" means an External Contract Offer that has been accepted by a CMEP employee or an External Grant Proposal that has been accepted by a sponsor other than CMU or CMEP.
- 1.2 External Contract Offers. "External Contract Offer" means an offer from a sponsor other than CMU or CMEP to fund research excluding offers to fund clinical trials.
- 1.3 External Grant Proposals. "External Grant Proposal" means proposals made to sponsors other than CMU or CMEP to fund research, excluding proposals to fund clinical trials.

- 1.4 IRB. "IRB" means Institutional Review Board.
- 1.5 ORGS. "ORGS" means CMU's Office of Research and Graduate Studies.

2. RESEARCH

- 2.1 PI and Co-PI Eligibility. CMEP employees shall be eligible to become Principal Investigators and Co-Principal Investigators on External Grant Proposals, External Contract Proposals, and Awards. Additionally, CMEP employees shall be eligible to become Principal Investigators and Co-Principal Investigators on research protocols submitted to CMU's IRB.
- 2.2 CMU as Applicant/Host Institution. CMEP employees shall list CMU as the applicant and/or host institution on their External Grant Proposals, External Contract Offers, and Awards. CMEP employees shall submit External Grant Proposals through ORGS.
- 2.3 External Grant Proposal and External Contract Offer Approval. CMEP employees shall obtain the approval of the Director of Research and Clinical Trials, Saginaw Campus prior to submitting any External Grant Proposal through ORGS. CMEP Employees shall obtain the approval of the Director of Research and Clinical Trials, Saginaw Campus and ORSP prior to accepting an External Contract Offer. CMEP employees shall notify the Director of Research and Clinical Trials, Saginaw Campus and ORGS of all External Contract Offers they receive. All awards will be reviewed, processed and accepted through ORGS.
- 2.4 Facilities and Administrative Costs. In their External Grant Proposals, External Contract Offers, and Awards, CMEP employees shall include any facilities and administrative costs at CMU's federally negotiated rate or at the maximum rate permitted by the potential research sponsor. CMU shall receive all facilities and administrative costs. CMU shall split the facilities and administrative costs in accordance with CMU's Facilities and Administrative Cost Policy (located here: https://www.cmich.edu/office_president/general_counsel/Documents/p05001.pdf). CMU may, using its sole discretion, provide CMEP with a portion of the facilities and administrative costs.

- 2.5 Federalwide Assurance. CMU shall modify its Federalwide Assurance with the Office of Human Research Protections to indicate that CMEP relies on CMU's IRB. CMEP shall apply for its own Federalwide Assurance and designate CMU's IRB as CMEP's IRB of record.
- 2.6 Research Protocol Submission. CMEP employees shall submit to CMU's IRB for review all research protocols involving human subjects.
- 2.7 Compliance with CMU Policies. CMEP employees shall comply with CMU's Human Research Protection Program, Intellectual Property Policy, Conflict of Interest Policy, Research Integrity and Misconduct Policy, Human Participant Payment Policy, and all CMU policies and procedures that govern grant and contract activity. These policies are located at:
https://www.cmich.edu/office_president/general_counsel/Pages/policies.aspx.
- 2.8 Hires Made Pursuant to Awards. CMU and CMEP shall recognize all individuals hired pursuant to a CMEP employee's Award as CMEP employees.
- 2.9 Reimbursement of Approved Expenses. CMU shall establish processes and procedures that will allow CMEP to bill CMU for reimbursement of approved expenses. CMU shall communicate to CMEP what qualifies as an approved expense. Any reimbursement of expenses shall conform to CMU's Business Expense Policy located at:
https://www.cmich.edu/office_president/general_counsel/Documents/p03019.pdf.
- 2.10 IRB Appointment. CMU shall appoint at least two CMEP employees to CMU's IRB.
- 2.11 External Grant and Contract Administration. CMU shall review, process, administer, manage, and provide pre-Award and post-Award support to all CMEP employees' External Grant Proposals, External Contract Offers, and Awards using CMU's grant administration processes and procedures.
- 2.12 Retroactive Applicability. CMEP agrees that all External Grant Proposals submitted by CMEP, External Contract Offers accepted by CMEP, and Awards received by CMEP between April 1, 2015 and the execution of this Agreement shall be subject to this Agreement.

3. INDEMNIFICATION AND INSURANCE

3.1 CMEP's Indemnification of CMU. To the extent permitted by applicable law, CMEP shall defend, indemnify and hold CMU, its trustees, officers, employees, residents, students, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages by third parties arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CMEP, its trustees, officers, employees, residents, agents, students, or volunteers acting under the direction and control of CMEP.

3.2 CMU's Indemnification of CMEP. To the extent permitted by applicable law, CMU shall defend, indemnify and hold CMEP, its trustees, officers, employees, residents, students, volunteers, or agents harmless from and against liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages by third parties arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CMU, its trustees, officers, employees, residents, agents, students, or volunteers acting under the direction and control of CMU.

3.3 Insurance. Each party shall procure and maintain for the duration of this Agreement insurance reasonably expected to cover its own liabilities and those on behalf of its trustees, officers, employees, residents, students, volunteers or agents which may arise from or in connection with the performance of each party's responsibilities as defined in this Agreement.

4. TERM AND TERMINATION.

4.1 Term. This Agreement will remain in effect for 5 years beginning June 1, 2015 and ending May 31, 2020.

4.2 Termination. Either party may terminate this Agreement upon 60 days' written notice.

4.3 Ongoing Projects. If this Agreement terminates for any reason, any External Grant Proposals submitted, External Contract Offers accepted, and any Awards received by CMEP employees prior to the termination date shall remain subject to the terms of this Agreement.

5. GENERAL

5.1 Assignment. This Agreement cannot be assigned or delegated by either party except with the written consent of the other party.

5.2 Amendments. This Agreement may be amended only by a separate agreement in writing.

5.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, commitments and writings.

5.4 Governing Law. This Agreement is to be governed by and constructed in accordance with the laws of Michigan, without regard to its conflict of law principles.

5.5 Independent Contractors. For the purposes of this Agreement and all services to be provided hereunder, each party will be, and will be deemed to be, an independent contractor and not agents or employees of the other party. Neither party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other parties, except as explicitly provided for herein or authorized in writing.

5.6 Notices. All notices under this Agreement shall be given in writing and delivered to:

Ian R. Davison
Interim Vice President for
Research and Dean of Graduate
Studies
Foust 251
Mount Pleasant, MI 48859

Terrance E. Lerash
Executive Director
CMU Medical Education Partners
1000 Houghton Avenue
Saginaw, MI 48602

5.7 Severability. If any provision of this Agreement is found to be void, invalid or unenforceable, that provision shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

5.8 Force Majeure. Neither party shall be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond such party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or

commotions, acts of aggression, acts of god, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of July 20, 2015.

Central Michigan University

Saginaw Cooperative Hospitals, Inc.

By: I. R. Davison

By: Terrance E. Kerash

Printed Name: Ian R. Davison

Printed Name: Terrance E. Kerash

Title: Interim Vice President for Research and Dean of Graduate Studies

Title: Executive Director

Date: 7-21-15

Date: 7/21/15

By: G. Kikano

Printed Name: George Kikano

Title: Dean, College of Medicine

Date: 7/27/15

By: M. Gealt

Printed Name: Michael Gealt

Title: Executive Vice President/Provost

Date: 7/29/2015

By: George E. Ross

Printed Name: George Ross

Title: President

Date: 8/4/15

AMENDMENT NO. 1 TO RESEARCH AGREEMENT

This Amendment No. 1 ("Amendment") is entered into and made effective on this the 1st day of March, 2017 (the "Effective Date"), by and among Saginaw Cooperative Hospitals, Inc., doing business under the assumed name CMU Medical Education Partners ("CMEP") and Central Michigan University Board of Trustees, being the constitutional and statutory Board of Control of Central Michigan University ("CMU"), and shall amend that certain Research Agreement, dated June 1, 2015, by and among the parties hereto ("Agreement").

RECITALS

WHEREAS, the parties entered into the Agreement effective June 1, 2015.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto desire and agree to amend the Agreement as follows:

AGREEMENT

1. Section 1.2 shall be deleted and replaced with the following:

"External Contract Offer. External Contract Offer means an offer from a sponsor other than CMU or CMEP to fund any project, initiative, or other activity; excepting clinical trials, at CMEP including, without limitation, research, faculty and curriculum development activities, healthcare operations activities, and patient care and education activities.

2. Section 1.3 shall be deleted and replaced with the following:

"External Grant Proposal. External Grant Proposal means a proposal made to a sponsor other than CMU or CMEP to fund any project, initiative, or other activity, excepting clinical trials, at CMEP including, without limitation, research, faculty and curriculum development activities, healthcare operations activities, and patient care and education activities.

3. Section 2.13 shall be added to the Agreement and shall read as follows:

"Exclusions.

2.13.1. CMU and CMEP understand and agree that there may be occasions when it is not in the best interest of CMEP to utilize CMU and ORGS for the review, processing, management, administration, and support of External Contracts Offers, External Grant Proposals, and Awards. If the College of Medicine Dean, or Dean's designate, and the Executive Director of CMEP determine, after collaborating in good faith, that using CMU and ORGS for the review,

processing, management, administration, and support of certain External Contract Offers, External Grant Proposals, and Awards is not in the best interests of CMEP, CMEP shall not be required to use CMU or ORGS for the review, processing, management, administration, and support of such External Contract Offers, External Grant Proposals, and Awards.

2.13.2 Exclusivity provisions are not applicable to research projects in which CMU residents, faculty or staff perform services for research projects where oversight is provided by the IRB at Covenant Health or St. Mary's Hospital and external funding is not being requested.

4. All other terms and provisions of the Agreement and its amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date set forth above.

SAGINAW COOPERATIVE HOSPITALS, INC.,
doing business under the assumed name
CMU MEDICAL EDUCATION PARTNERS

By: _____

Samuel Shaheen
Samuel Shaheen, M.D.

Its: Executive Director

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____

Its: *George E. Ross, President*