

**Office of Sponsored Programs**

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**Research Sub-award Agreement**

|  |  |
| --- | --- |
| **The Children’s Hospital Corporation d/b/a Boston Children’s Hospital** (“Prime Recipient”) | (“Sub-recipient”)  Seattle Parks Foundation d/b/a King County Play Equity |
| **Prime Recipient Investigator**:  **Dr. Kathryn Ackerman** | **Sub-recipient Investigator**:  **Dr. Julie McCleery** |
| |  | | --- | | **“**The Wu Tsai Female Athlete Health and Performance Center at Boston Children's Hospital**.**” (“Project”) | | Award number **N/A** (“Prime Award”) from (“Prime Sponsor”) |
| **Project Period**  3/1/2022 (“Effective Date”) to 12/31/2022(“Completion Date”) | **Anticipated Period of Performance**  10/1/2021 to 9/30/2023 |
| **Subaward Agreement Number**:  **GENFD0002168559** | **Total Authorized Amount: $17,716.00** |

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**WHEREAS,** the Project contemplated by this Research Sub-award Agreement (“Agreement”) is of mutual interest and benefit to Prime Recipient and Sub-recipient and will further the educational and research objectives of the Parties in a manner consistent with their statuses as non-profit, tax-exempt, academic institutions. Prime Recipient and Sub-recipient are each hereinafter referred to individually as a “Party” and collectively as the “Parties.”

**NOW, THEREFORE,** the Parties hereto agree as follows:

# Introduction

# Period of Performance

# This Agreement will begin on the Effective Date and will not extend beyond the Completion Date (“Period of Performance”).

# The Period of Performance may be extended by amendment in accordance with article 9.4 or terminated early in accordance with article 4.2.

# Statement of Work

# Sub-recipient will provide all the necessary qualified personnel, equipment, materials and facilities to accomplish the research tasks described in the Statement of Work attached as Appendix A.

* + 1. Any material changes to the Statement of Work must be agreed upon by the Parties in an amendment to this Agreement.
  1. **Personnel**
     1. The Prime Recipient Investigator is responsible for the overall direction of the Project, including reviewing, evaluating, and monitoring Sub-recipient’s technical, scientific, programmatic, and financial performance under this Agreement.
     2. The Sub-recipient Investigator will direct the portion of the Project funded under this Agreement and is responsible to Prime Recipient for proper management, conduct, and reporting of the work. Sub-recipient Investigator is responsible for all the technical, scientific, programmatic, and financial performance consistent with the Statement of Work.
     3. Sub-recipient key personnel in addition to the Sub-recipient Investigator named on page one, listed in the Prime Award (“Key Personnel”):**None**
     4. Sub-recipient must promptly notify the Prime Recipient Grant Administrator and Prime Recipient Investigator if the Sub-recipient Investigator or Key Personnel is unable to perform its obligations under this Agreement or becomes unavailable to the Project for a period exceeding three (3) consecutive months
     5. Prior to making a change to Sub-recipient Investigator or Key Personnel, Sub-recipient must submit a request to the Prime Recipient’s Administrative Contact. If the Parties cannot agree on a replacement, this Agreement will be terminated in accordance with article 4.2.
     6. Any change to Sub-recipient Investigator or Key Personnel must be agreed upon by both Parties in an Amendment to this Agreement.
  2. **Contacts**
     1. The individuals identified in Appendix D are the designated representatives for the Parties. The Investigators for both Parties will be contacted for resolution of technical questions. The Administrative and Financial Contacts will be contacted for administrative and invoicing questions, respectively. The Authorized Officials for both Parties have the authority to bind each Party in writing as described throughout this Agreement.

1. Reporting Requirements
   1. **Technical Reporting Requirements**
      1. Sub-recipient may be required to submit *periodic* progress reports upon Prime Recipient’s reasonable request or as required by Prime Sponsor.

# Financial

# Compensation/Payment Schedule

* + 1. The Maximum Total Authorized Amount for the project period of **03/01/2022** through **12/31/2022** is USD **$17,716.00**, inclusive of indirect costs at a rate of **8%**.
    2. The allowability of costs shall be determined in accordance with the terms of this Agreement, the Prime Award, the approved budget, and the Sub-recipient’s policies, provided such policies are not in conflict with the Prime Award.
  1. **Equipment**
     1. Reserved.
     2. Reserved.
  2. **Invoicing** 
     1. Sub-recipients will be required to submit invoices. The cooperating Institution shall submit to BCH not more than monthly invoices in U.S. dollars for allowable costs. Invoices shall be submitted via e-mail to [chbsubinvoices@childrens.harvard.edu](mailto:chbsubinvoices@childrens.harvard.edu) using the cooperating institution **[PO#GENFD0002168559]** covering the budget period, and complete remittance information. All invoices must include a statement signed by Cooperating Institution’s authorized official attesting to the truth and accuracy of the charges. Invoices that are missing any of these requirements will be returned to the Cooperating Institution. Sub-recipient institution must provide General ledger back-up documentation to support all invoice expenses presented for payment. Sub-recipient institution must provide travel receipts (if travel is allowed) and detailed calculations, including certified effort reports, to support all invoiced salary and fringe benefits expenses.
     2. Actual payment will be made within the total amount authorized herein upon review and approval by the Principal Investigator and BCH’s Research Finance staff. BCH will not compensate foreign grantees for currency fluctuations. The Cooperating Institution agrees to be solely responsible for, and hold BCH harmless from, any expenditure made by the Cooperating Institution which is denied by the Sponsor, and the Cooperating Institution agrees to promptly reimburse to BCH the funds so disallowed.
     3. Final invoice, clearly marked ‘final’ must be submitted to BCH no later than [sixty (60)] days following the close of the period. Any requests for carryover of unobligated balances must be received with the final invoice.
     4. Sub-recipient agrees that acceptance of the final payment from Prime Recipient thereby releases Prime Recipient from all further financial claims for work performed under this Agreement during the period of performance.
  3. **Payment**
     1. Prime Recipient will promptly notify Sub-recipient if funding from the Prime Sponsor is reduced or no longer available. In such case, Prime Recipient may modify this Agreement in accordance with article 9.4 or terminate this Agreement in accordance with article 4.2.

1. Other Business Terms
   1. **Disputes**
      1. In the event of any controversy or claim arising out of or relating to any provision of this Agreement or the breach thereof, the Parties will make reasonable efforts and undertake good faith negotiations to settle such conflicts amicably between themselves before seeking further resolution. Further resolution may include mediation and/or arbitration, if necessary.
      2. Sub-recipient will provide reasonable assistance and cooperation to Prime Recipient if a dispute arises with Prime Sponsor.
   2. **Termination**
      1. Either Party has the right to terminate this Agreement upon thirty (30) days prior written notice to the other Party.
      2. If the Prime Sponsor terminates the Prime Award, Prime Recipient will terminate this Agreement in accordance with all applicable Prime Sponsor requirements.
      3. In all cases of termination, written notice must be provided to the other Party’s Authorized Official Contact. Upon notice of termination, Sub-recipient agrees to wind down performance.
      4. In the event of early termination, Sub-recipient shall be compensated for services rendered and non-cancellable obligations incurred prior to the effective date of termination and promptly furnish to the Prime Recipient all required data, reports, and deliverables on the work completed or in progress through the effective date of termination.
   3. **Records and Audit**
      1. Sub-recipient shall retain all pertinent technical documentation, books, documents, papers, records, notebooks and data related to human subject research conducted under this Agreement (“Technical Records”) for a period of seven (7) years, or as long as required by the Prime Award, whichever period is longer, from Completion Date.
      2. Sub-recipient shall make and keep systematic written records sufficient to reflect properly all services performed and expenses incurred under this Agreement. Sub-recipient shall retain substantiating documents, such as bills, invoices, cancelled checks, and receipts (“Financial Records”) for a period not less than three (3) years, or as long as required by the Prime Award, whichever period is longer, after Sub-recipient’s receipt of its final payment under this Agreement.
      3. All funds received in the performance of the Statement of Work are subject to audit by Prime Recipient and Prime Sponsor. Sub-recipient will allow authorized representatives of Prime Recipient and Prime Sponsor access to Financial and Technical Records necessary to support the reported costs, during normal business hours and upon reasonable advance notice and in accordance with Sub-recipient’s policies and procedures. If an auditor requires an interview or discussion with any of Sub-recipient’s personnel, Sub-recipient will make the relevant personnel available for the audit.  The rights of access in this paragraph shall last as long as records are retained.
      4. If any of Sub-recipient’s costs are found not allowable after an audit, Sub-recipient will repay the disallowed costs to Prime Recipient within ninety (90) days. If Sub-recipient requires additional time to repay the costs, Sub-recipient will notify Prime Recipient and the Parties may mutually determine an alternative deadline. Notwithstanding, this article 4.3.4 does not supersede Sub-recipient’s right to dispute such findings in accordance with article 4.1.
      5. Sub-recipient will promptly provide Prime Recipient with copies of any independent auditor's reports that present findings directly related to this Agreement.  In cases of such noncompliance, Sub-recipient will provide copies of responses to the auditor's reports and a plan for corrective action.

# Prior Approval

* + 1. If the box is checked, the following action requires prior approval from Prime Recipient and may require receipts and/or invoice documentation:

Re-budgeting that exceeds [\_\_\_] % of any Budget category

Re-budgeting that exceeds [\_\_\_] % of the Total Authorized Budget

Initial and subsequent no cost extensions of the Period of Performance (article 1.1)

Incurring costs prior to the Effective Date (article 1.1)

Changes to Sub-recipient’s Statement of Work (article 1.2)

Any change to Sub-recipient’s Principal Investigator (article 1.3)

Any change to Key Personnel (article 1.3)

The purchase of Computer Equipment, IT Implementation costs, cloud-based services,

or other necessary costs

Expenses related to travel for meetings related to the Prime Award

Use of Name (article 7.4)

Assignment of this Agreement or rights or obligations hereunder (article 9.3)

* + 1. Sub-recipient shall submit all requests for prior approval to the Prime Recipient’s Administrative Contact, and Principal Investigator (for all above-marked items such as): NCE, Changes in Statement of Work, Changes in Sub-recipient principal Investigator, Changes in key personnel, Purchase of Computer Equipment, IT Implementation costs, Cloud-Based Services, Travel, Use of Name and assignment of this agreement or rights or obligations hereunder and other Necessary costs). Such requests will be reviewed and, as appropriate, approved by Prime Recipient in accordance with Prime Sponsor policy, or, if applicable, forwarded to Prime Sponsor for action.

1. Data and Materials
   1. **Data**
      1. Sub-recipient grants to Prime Recipient the right to use data and other information first developed and delivered under this Agreement and during the Period of Performance of the Project (“Data”) for the purposes of complying with the Prime Award, facilitating the Project and non-commercial research and educational purposes, subject to the conditions below.
      2. The Party receiving the Data (“Data Recipient”) agrees to handle the Data with a standard of care at least as rigorous as that specified for the Data Recipient’s own data of the same nature or as required by law, whichever is more stringent. Data Recipient will comply with all requirements of all laws, rules, regulations, and professional standards applicable to the use and protection of the Data and any data subjects. Data Recipient will not copy, cause to be copied, use or disclose Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by the Party providing the Data (“Data Provider”) in writing. Data Recipient will give prompt notice to Data Provider of any unauthorized disclosure or use of the Data. Data Recipient will cooperate with Data Provider in fulfilling its legal obligations and ensuring compliance with all state and Federal laws and regulations, related to such unauthorized disclosure or use.
      3. The Parties acknowledge that the exchange of human data **will be managed under a separate Data Agreement.**
2. Intellectual Property

# Publications and Copyrights

* + 1. All publications arising from this Agreement shall adhere to academic standards of authorship and the contribution of each author shall be acknowledged in accordance with generally accepted academic and scientific standards. The Principal Investigators for both Parties shall together make the decision regarding the authorship on publications and other copyrightable works arising out of this Agreement.
    2. Sub-recipient has the right to publish and otherwise publicly disclose information derived from research conducted under this Agreement and is encouraged to publish the results. Sub-recipient shall provide the drafts of any such publications, including presentations to scientific meetings, to Prime Recipient Investigator for review and comment thirty (30) days prior to submission for publication. Within the thirty (30) day review period, Prime Recipient Investigator may comment or request removal of any Prime Recipient Confidential Information or proprietary information that would affect the protection of any Copyrights or Inventions, if applicable, as defined herein.
    3. Sub-recipient shall acknowledge support of the Prime Sponsor as may be required by the Prime Award.
    4. Sub-recipient shall provide Prime Recipient Investigator with a citation to any publication resulting from the work performed hereunder simultaneous with its submission for publication. Prime Recipient may forward the citation to the Prime Sponsor.
    5. Sub-recipient shall grant to Prime Recipient a royalty-free, non-transferable, non­exclusive right and license, terminable only upon mutual written agreement of the Parties, to use, reproduce, make derivative works, display, and perform publicly any copyrights (subject to any pre-existing third party rights, including the publisher) or copyrightable material, including any computer software and its documentation or databases, first developed or made during the Period of Performance and delivered to Prime Recipient (“Copyrightable Works”) only for non-commercial educational and research purposes and to the extent required to meet Prime Recipient’s obligations to the Prime Sponsor under the Prime Award.
    6. The determination of the right, title and interest in and to Copyrightable Works developed under this Agreement shall be in accordance with the United States Copyright Act, 17 U.S.C. §§ 101 et seq.
    7. Sub-recipient grants to Prime Recipient the right to use any written progress reports and deliverables created under this Sub-award solely for the purpose of and only to the extent required to meet Prime Sponsor’s obligations under the Prime Award.

# Inventions and Patents

* + 1. Sub-recipient shall promptly disclose in writing to Prime Recipient’s Technology and Innovations Development Office ([tido@childrens.harvard.edu](mailto:tido@childrens.harvard.edu)) any patentable inventions or inventions first discovered, developed, or made and reduced to practice during the Period of Performance in the performance of the Statement of Work (“Inventions”). Ownership of Inventions shall follow inventorship and inventorship will be determined in accordance with United States Patent Law, including 37 C.F.R. §§ 401 et seq.
    2. Any Invention that is jointly developed by the Parties shall be jointly owned (“Joint Invention”).
    3. Sub-recipient grants to Prime Recipient a worldwide, royalty-free, non-transferable and non-exclusive license, terminable only upon mutual written agreement of the Parties, to practice any Inventions delivered under this Agreement only for non-commercial educational and research purposes and to the extent required to meet Prime Recipient’s obligations to the Prime Sponsor under the Prime Award. Sub-recipient understands and agrees that Prime Sponsor may have rights to Inventions developed or otherwise provided to Prime Recipient under this Agreement in accordance with the Prime Award.
    4. The Parties will enter into a separate inter-institutional agreement that will address the rights and obligations of the respective Parties with respect to the protection, management and exploitation of any Joint Inventions and related commercialization efforts, including revenue sharing, consistent with this article 6.2 and 37 CFR §§ 401 et seq.
    5. Except to the limited extent required to perform a Party’s obligations under this Agreement, neither Party receives any right, title, or interest in or to any materials, Copyrights or Inventions provided to it by the other Party except what is explicitly stated herein.
    6. Sub-recipient shall ensure that this article 6.2 is applicable to all persons who perform any part of the research under this Agreement and who may be reasonably expected to make Inventions.

1. Other Legal Terms
   1. **Confidentiality**
      1. During the course of the Project and in connection with this Agreement either Party (“Disclosing Party”) may provide certain proprietary or confidential information or materials ("Confidential Information"), as defined below, to the other Party (“Receiving Party”).
      2. "Confidential Information" means any and all information, data, and know-how, whether written or otherwise, technical or non-technical, as well as all tangible materials, including without limitation, samples, models, drawings, or diagrams, which are the property of Disclosing Party, and are provided to Receiving Party clearly marked as CONFIDENTIAL. If conveyed orally, such information shall be reduced to writing, labeled as CONFIDENTIAL and sent to the Receiving Party within thirty (30) days of communication. This definition of Confidential Information will not include information that is necessary for publication or verification of the results of the Project nor necessary for other scholars to verify those results. For the avoidance of doubt, Personally Identifiable Information and Protected Health Information are considered Confidential Information whether or not marked as such.
      3. Receiving Party agrees: (i) not to use Confidential Information for purposes other than those set forth in this Agreement; (ii) to treat Confidential Information as it would its own proprietary and confidential information; and (iii) to take all reasonable precautions to prevent the disclosure of Confidential Information to any third-party without the prior written consent of the Disclosing Party. The Parties will ensure that any persons working on this Project who have access to any portion of Confidential Information will protect the confidential and proprietary nature of Confidential Information.
      4. The definition of Confidential Information will not include any information that the Receiving Party can demonstrate: (i) was known to Receiving Party prior to its receipt; (ii) is, at the time of disclosure, generally available to the public or became generally available to the public through no fault of the Receiving Party; (iii) is made available to the Receiving Party for use or disclosure from any third party having a bona fide right to disclose; (iv) is required to be disclosed by operation of law, in which case the Receiving Party shall promptly notify the Disclosing Party; or (v) is information independently developed by the Receiving Party.
      5. Each Party retains ownership of the Confidential Information it provides to the other. The Receiving Party will promptly return or destroy the Disclosing Party’s Confidential Information upon request, except that Receiving Party may retain one (1) copy in a secure location solely for record-keeping and compliance-related purposes.
      6. The obligations of this article 7.1 will survive for a period of five (5) years or as specified in the Prime Award, whichever is longer, following termination of this Agreement.
   2. **Liability**
      1. Each Party will be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors in the performance of this Project and the administration of this Agreement, to the extent allowed by law. Neither Party is liable to the other for any special, incidental, or consequential damages that may arise in connection with the execution and performance of this Agreement.

# Insurance

# For the duration of this Agreement each Party will maintain insurance, or a program of self-insurance, in an amount that will be adequate to cover its obligations under this Agreement. The Parties will provide one another proof of insurance upon request.

# Use of Name

* + 1. Neither Party may use the name of the other Party, nor any adaptation of its name, nor any logos, seals, insignia or other words, symbols or devices that identify the other Party, including any, unit, division or affiliate of such Party, nor the name of any staff member, employee, agent or student of the other Party in any advertising, promotional materials, sales literature or publicity without obtaining prior written approval of the Party whose name is to be used. For Sub-recipient, approval must be obtained from: Seattle Parks Foundation: [communications@seattleparksfoundation.org](file:///C:\Users\ch194241\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\B06ETK6M\communications@seattleparksfoundation.org). For Prime Recipient, approval must be obtained from: [osp@childrens.harvard.edu](mailto:osp@childrens.harvard.edu)

* + 1. Notwithstanding, a Party may, without prior consent, use or disclose the other Party’s name as required by law, court order, regulation or for its own internal purposes.
    2. The Parties may publish information regarding this project and identify Investigators and their affiliation and respond to legitimate business inquiries regarding the Agreement. In any such statement or response, the existence and purpose of the relationship that is the subject of this Agreement must be accurately and appropriately described.

1. Compliance
   1. **Human Subjects**
      1. If human subjects are to be used in the conduct of the research under this Agreement, the research must first be approved by Sub-recipient’s Institutional Review Board (“IRB”) in accordance with 45 CFR § 46. If the Sub-recipient is relying on Prime Recipient’s or another external IRB (“Lead IRB”), the research must first be approved by the Lead IRB. Documentation of approval must be submitted to Prime Recipient upon request. No work involving human subjects research may be performed and no funds are authorized for human subjects research in the absence of such documentation.
      2. Sub-recipient certifies that it has an approved assurance of compliance from the U.S. Department of Health and Human Services (“DHHS”) Office of Human Research Protections and that it agrees to provide oversight and appropriate data and safety monitoring during the period of this Agreement.
      3. Sub-recipient shall provide certifications of continuing approval upon request and any adverse event reports to the Prime Recipient if relevant and required by the Protocol.

# Representations and Certifications

* + 1. By signing this Agreement, Sub-recipient certifies compliance with the applicable assurances and certifications contained in the Prime Award.
    2. Both Parties certify that they will remain compliant with all federal, state and local laws and regulations, Sponsor policies, and Prime Award terms and conditions, as applicable, in the conduct of the Project and administration of this Agreement.
    3. Sub-recipient certifies that neither it nor its principals are presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    4. Sub-recipient certifies that to the best of its knowledge all funds issued under this Agreement will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.
  1. **Conflict of Interest**
     1. Sub-recipient certifies that it has implemented and is enforcing a written Conflict of Interest (“COI”) policy consistent with the provisions of 42 CFR 50, Subpart F (2011), 45 CFR Subtitle A Part 94 (2011), and applicable Sponsor policy.
     2. Should such a COI arise during the Period of Performance, Sub-recipient shall promptly notify Prime Recipient’s Administrative Contact.
  2. **Research Misconduct**
     1. Sub-recipient certifies that it has in place and will enforce written policies and procedures for addressing allegations of research misconduct. Additionally, Sub-recipient agrees to cooperate fully with any proceedings, inquiries or investigations as requested by Prime Recipient or Prime Sponsor.
  3. **Export Control**
     1. The Parties acknowledge that the research to be performed hereunder and the results of that research may be subject to regulation by United States government agencies, which may prohibit the export, re-export or diversion of the results and related technology to certain countries and persons and for certain end uses (collectively, “U.S. Export Control Laws”).
     2. Each Party further covenants and warrants that it will not disclose to the other Party any information that contains technical data controlled under the International Traffic in Arms Regulations, as defined in 22 CFR §§ 120-130. Additionally, neither Party will transmit information that would require a “deemed export” license as defined under Export Administration Regulations, 15 CFR §§ 730-774, unless and until it obtains the written consent of the other Party. The Parties will cooperate with each other to the extent necessary to obtain any necessary export control related licenses or approvals.

1. Conclusion

# Governing Law

# This Agreement is governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law thereunder.

# Independent Contractor

* + 1. Sub-recipient acknowledges that all employees hired by it, under it, or as a result of this Agreement and for the term of this Agreement, are deemed to be employees of Sub-recipient and are not entitled to any retirement or other fringe benefits from Prime Recipient.
    2. Neither Party has the authority to make any statements, representations, or commitments of any kind, nor will take any action which is binding on the other Party, except as may be explicitly provided for in this Agreement or authorized by the other Party in writing.
    3. Sub-recipient will pay all debts for labor and materials contracted for by it, and for the rental of appliances and equipment hired by it both for and on account of the work to be performed. Sub-recipient will conform to all requirements of law and all other public authorities, state or local, relating to the methods or materials to be used or to the persons to be employed in performance of the Project.
  1. **Assignment and Subcontracting**
     1. Neither Party to this Agreement may assign its obligations without the prior written consent of the other Party.
     2. Sub-recipient may not transfer or assign, by subcontract or other means, any portion of the programmatic effort required under this Agreement without prior written approval from Prime Recipient.
  2. **Amendment**
     1. This Agreement may be amended only by a written instrument signed by Authorized Officials of both Parties.
     2. Notwithstanding 9.4.1, Prime Recipient reserves the right to issue unilateral amendments authorizing non-substantive changes to the Period of Performance and Budget. Unilateral acceptance does not bypass the internal approval process of the Sub-recipient. Unless indicated otherwise by Sub-recipient, unilateral amendments may be considered valid fourteen (14) days after transmittal to and receipt by Sub-recipient’s Administrative and Central Mailbox Contact.
  3. **Waiver**
     1. This Agreement may be amended and any of its terms or conditions may be waived only by a written instrument signed by both Parties or, in the case of a waiver, by the waiving Party. The failure of a Party in any instance to insist upon the strict performance of the terms of this Agreement is not construed to be a waiver or relinquishment of any of the terms of the Agreement, whether at the time of the Party’s failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.
  4. **Severability**
     1. Each clause of this Agreement is distinct and severable and if any clause is deemed illegal, void, or unenforceable, the validity, legality, or enforceability of any other clause of this Agreement under the current applicable law, the remainder of this Agreement will not be affected. For each such provision, a clause as similar as possible in economic and business objectives are substituted or added and were intended by the Parties.
  5. **Titles**
     1. All the titles and headings contained in the Agreement are inserted only as a matter of convenience and reference and do not define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.
  6. **Counterpart Signatures**
     1. This Agreement may be executed in one or more counterparts, each of which counterpart is deemed an original Agreement and all of which constitute one Agreement.
  7. **Prime Award Terms and Conditions**
     1. The terms and conditions that flow down to the Sub-recipient from the Prime Award are set forth in Appendix C. To the extent applicable to the Statement of Work and Sub-recipient’s role in the Project, Appendix AC is binding upon Sub-recipient.
     2. For purposes of this Agreement and where the context requires, references in Appendix C to the Prime Sponsor will refer to the Prime Recipient, references to Prime Recipient will refer to Sub-recipient and references to the Prime Award will refer to this Agreement.
  8. **Order of Precedence**
     1. The order of precedence for interpreting any inconsistencies is as follows: 1) this Agreement; 2) Appendix C; 3) Appendix A; and other Appendices
  9. **Entire Agreement**
     1. This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces all prior agreements, understandings, writings and discussions between them, with respect to the subject matter of this Agreement.
  10. **Survival**
      1. The following articles will survive the expiration or early termination of this Agreement, to the extent allowed by law: all of article 2, 3.3.1, 3.3.2, 4.1, 4.3, all of article 5, all of article 6, 7.1, 7.2, 7.4 and all of article 9, to the extent allowed by law and applicable statutes of limitation.

*Signatures on the following page*

**IN WITNESS WHEREOF**, the Authorized Officials named below have caused this Agreement to be duly executed as of the Effective Date.

|  |  |  |
| --- | --- | --- |
| **Prime Recipient**  **Boston Children’s Hospital** |  | **Sub-recipient** |
| Rosa E. Veras  Senior Grant Officer  04/13/22 |  | Rebecca Bear  President and CEO, Seattle Parks Foundation  4/13/2022 |
| Date |  | Date |

**STATEMENT OF WORK (SOW)**

**Site: King County Play Equity/Seattle Parks Foundation**

**Shared Learning Action Team – Global 5 Accelerator Gender Equity Study**

Major Task 1: IRB submission

Subtask 1: Write and submit study IRB application

*Milestone(s) Achieved: IRB approved*

Major Task 2: Pre-intervention Data Collection

Subtask 1: Create data collection sheets

Subtask 2: Take all participant organizations through to completion of preliminary demographic and

qualitative data collection

● Maintain participant organization prompts to complete collection

*Milestone(s) Achieved: Data collected from all participating organizations*

Major Task 3: Study Intervention Support

Subtask 1: Attend and observe Accelerator meetings

Major Task 4: Conduct post-intervention interviews

Subtask 1: Schedule and conduct interviews with one coach and one admin from each organization in

shared learning cohort

*Milestone(s) achieved: Interview completed*

Major Task 5: Post-intervention Data Collection

Subtask 1: Distribute data collection sheets

Subtask 2: Take all participant organizations through to completion of demographic and qualitative data

collection

*Milestone(s) Achieved: Data collected from all participating organizations*

Major Task 6: Data Analysis & Dissemination

Subtask 1: Analyze quantitative study data (Global 5 Accelerator Gender Inclusion Self Assessment)

● Clean and organize all data collected

● Collaborate with co- investigators to analyze data to answer research questions

Subtask 2: Analyze qualitative study data (Interviews)

● Organize all data collected

● Collaborate with co-investigators to analyze data to answer research questions

Subtask 3: Disseminate study results

● Publish results, conclusions, and recommendations in collaboration with co-investigators

● Begin paper writing for academic journal publishing

*Milestone(s) Achieved: Report for participants, funders, and Coalition describing results of Shared*

*Learning Accelerator*

**Award specific terms and conditions**

1. All carryforward requests must be submitted to the BCH PI and BCH authorized official listed in Attachment D.
2. No work involving the use of human subject will begin until the appropriate approvals are in place. The Louisiana State University and mechanical College as represented by Pennington Biomedical Research Center will provide the IRB approval as soon as possible. The IRB approval can be emailed to the BCH authorized official listed in Attachment C.

|  |  |
| --- | --- |
| **Prime Recipient Contacts** | **Sub-recipient Contacts** |
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