

SERVICES AND DATA USE AGREEMENT

This Agreement is hereby made and effective as of the last date of signature hereto (“Effective Date”) by and between _____ located at _____ (“Client”) hereby contracts with Georgetown University (“Contractor”), a Congressionally-chartered institution of higher education organized under the laws of the District of Columbia, for the performance of certain tasks and services as set forth in this Agreement. Client and Contractor are collectively “Parties” and individually a “Party.”

1. **SERVICES TO BE PERFORMED.** Client engages Contractor to perform such professional services as set forth in Exhibit A (the “Services”). All Services will be performed under the direction and supervision of Bruno J. Anthony, Ph.D., Professor of Pediatrics and Psychiatry, Deputy Director, Center for Child and Human Development, Vice Chair of Pediatrics for Research.
2. **TERMS OF PAYMENT.** Client shall pay Contractor for the Services as set forth in Exhibit A. Contractor shall submit itemized original invoices to Client for the payments contemplated by this paragraph. Original Invoices must show the Agreement Number, Invoice Number, and the Department/Person receiving the Services. Improper invoices will be returned to Contractor. Billing is “Net 30” unless otherwise specified.
3. **INSTRUMENTALITIES.** Contractor shall supply all equipment, tools, materials, and supplies to perform the Services, except that Client shall provide sufficient materials to conduct the necessary evaluation activities as set forth in Exhibit A. Contractor is responsible for all repairs to all equipment and tools provided by Contractor and used to perform the Services.
4. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and not Client’s employee, agent, joint venture, or partner, and will determine the methods, details, and means of performing the Services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses for Contractor’s employees and for all of their state and federal income tax, unemployment insurance, Social Security, and other applicable employee withholding.
5. **WARRANTY.** Contractor warrants that its Service will be performed with reasonable care in a diligent and competent manner. Contractor’s sole obligation will be to correct any non-conformance with this warranty, provided that Client gives Contractor written notice within 30 days after the Services are performed or, if applicable, deliverables are delivered. The notice must specify and detail the non-conformance. Contractor will have a reasonable amount of time, based on the non-conformance’s severity and complexity, to correct the non-conformance. Contractor does not warrant and is not responsible for Client’s or any third party’s products or services. THIS WARRANTY IS CONTRACTOR’S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED,

INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

6. INTELLECTUAL PROPERTY RIGHTS. Upon full payment of all amounts due to Contractor in connection with this Agreement, all right, title, and interest in any deliverables set forth in Exhibit A will become Client's sole and exclusive property, except as set forth below. Contractor and/or Contractor's employees, in accordance with Contractor's Intellectual Property Policies, will retain sole and exclusive ownership of all right, title, and interest in and to Contractor's or its employees' intellectual property including, without limitation, the MBLs (defined in Exhibit A), other surveys that will be used to conduct the work hereunder, evaluation tools, other assessment tools, techniques, patents, patent applications, trademarks and copyrights, work papers, any and all proprietary information, processes, methodologies, known how and software ("**Contractor Property**"), all including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything which Contractor or its employees may discover, create, or develop during the performance of the Services. To the extent that the deliverables contain Contractor Property, Contractor grants Client a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the Agreement and for no other or further use without Contractor's express, prior written consent. Further, Contractor shall receive a non-exclusive, royalty-free license to use the data generated hereunder that includes Client data for its internal research and academic purposes.

7. COMPLIANCE WITH PRIVACY LAWS. In performing its work under the terms of this Agreement, the Parties shall abide by all applicable laws regarding privacy of information including, but not limited to, the Health Insurance Portability and Accountability Act, as well Contractor's own applicable policies concerning such laws.

8. CONFIDENTIALITY. With respect to any information supplied by a Party in connection with this Agreement and designated by the Party as confidential, or which the other Party should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("**Confidential Information**"), the other Party agrees to protect the Confidential Information for a period of three (3) years from the date of such disclosure in a reasonable and appropriate manner; to use the Confidential Information only to perform its obligations under this Agreement and for no other purpose; and not to furnish the Confidential Information to any person other than officers, directors, or employees of the Parties hereto without the prior written approval of the other Party. "Confidential information" shall not include information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed to a third party; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order.

9. AUTHORITY. The Parties agree that they will have no authority to bind each other by any representation to any third party, through any contractual or other legal or equitable obligations. The Parties agree to avoid any and all actions or words that would create the false impression that either is an employee or agent of the other.

10. INDEMNIFICATION. Contractor agrees to indemnify, defend, and hold harmless Client and its officers, directors, and employees from and against all claims, demands, liabilities, suits, damages, costs, and expenses of every kind and description, including penalties and reasonable attorney's fees, proximately resulting from any negligent act or omission of Contractor or its officers, directors, or employees, or from any breach by Contractor of any obligation, representations, or warranties under this Agreement. Client agrees to indemnify, defend, and hold harmless Contractor and its officers, directors and employees from and against all claims, demands, liabilities, suits, damages, costs, and expenses of every kind and description, including penalties and reasonable attorney's fees, proximately resulting from any negligent act or omission of Client or its officers, directors, or employees, or from any breach by Client of any obligation, representations, or warranties under this Agreement.

Notwithstanding the foregoing, in no event shall Client or Contractor or their respective officers, agents, or employees be liable for loss of profits or for indirect, special, incidental, or consequential damages, arising out of or related to the performance of this Agreement.

11. LIABILITY & INSURANCE. Contractor shall maintain, unless otherwise specified, comprehensive general liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence/\$2,000,000 aggregate, worker's compensation coverage including employer's liability, in accordance with all District of Columbia statutory requirements, and professional liability insurance with \$1,000,000 per claim limit throughout the performance of this Agreement. A certificate evidencing such coverage shall be made available to Client upon request.

12. AMENDMENT AND ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended, modified, extended, or renewed except by a written agreement of the Parties.

13. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the District of Columbia, which shall be the forum for any lawsuits arising from or incident to this Agreement.

14. TERM AND TERMINATION. This Agreement shall be effective on the date it is fully executed by both Parties and shall remain in effect for a term of one (1) year from the Effective Date unless earlier terminated in accordance with this provision. This Agreement may not be terminated earlier (except for cause) without thirty (30) days prior written notice from one Party to the other. All provisions related to indemnification, use of marks, confidentiality, and rights in intellectual property shall survive the termination of this Agreement. Client shall be responsible for all expenses incurred up to and through the date of termination.

15. SEVERABILITY. The terms of this Agreement are severable such that if any term or provision is declared to a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

16. **ASSIGNMENT.** Neither Party shall assign this Agreement or any right or obligation hereunder without the prior written consent of the other Party.

17. **TRADEMARKS.** Neither Party shall use the other Party's names or trademarks without the other Party's prior written consent, including but not limited to use in client lists and promotional materials.

18. **FORCE MAJEURE.** Neither Client nor Contractor shall be responsible for any failure or delay in the performance of any obligations under this Agreement to the extent that failure is caused by Force Majeure including acts of God, flood, fire, labor disputes, riots or civil commotions, litigation, acts of terrorism, war, or act of any foreign nation, power of government, or governmental agency or authority; or acts or omissions of the other Party; or non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement.

19. **NOTICES:** Any communications and notices related to this Agreement should be addressed to the following offices:

For Consultant:

Bruno J. Anthony, Ph.D.
Professor of Pediatrics and Psychiatry
Deputy Director, Center for Child and Human Development
Director of Research, Child and Adolescent Psychiatry

With copies to:

Georgetown University Medical Center
Chief Financial Officer
2121 Wisconsin Avenue, N.W., 4th Floor
Box 571403
Washington, D.C. 20057

and

Georgetown University
Office of the University Counsel
202 Healy Hall
Box 571246
37th & O Streets N.W.
Washington, D.C. 20057

For Client:

[insert address]

DO NOT USE WITHOUT PERMISSION

In witness whereof, the Parties have executed this Agreement by and through their respective representatives as of the dates set forth below.

GEORGETOWN UNIVERSITY

CLIENT

Mary Glasscock, Chief Business Officer
Georgetown University Medical Center

Printed Name & Title

Signature

Signature

Date

Date

EXHIBIT A
TO INDEPENDENT CONTRACTOR AGREEMENT

1. DESCRIPTION OF SERVICES: Contractor shall perform the following services for Client pursuant to this Agreement (“Services”) for the cost set forth below:

The Georgetown Center for Child and Human Development has developed evaluation surveys to evaluate the impact of Mental Health First Aid (MHFA) training. These instruments, here termed the Georgetown *Mental Health Beliefs and Literacy Scale (MBLS)*, measure the *immediate* and *longer-term impact* of training, by assessing trainee self-reports of attitudes, and beliefs about mental health and MHFA as well as intentions to perform and actual performance of MHFA behaviors and knowledge of mental health. The MBLS includes four surveys, including a version completed prior to training (Pre) and shortly following training (Post) as well as Follow-up versions to be completed 3 and 6 months following training. All the questionnaires are identical for evaluation of the Youth and Adult trainings. The MBLS and comprising surveys are background intellectual property owned by Georgetown University.

Through this agreement, Georgetown, the Contractor, will permit access to either the paper version of the surveys or the online survey administration system for individuals being trained in MHFA or other mental health promotion activities by the Client. The Client may choose to use the entire survey or one or more of the reliable modules included in the survey: Knowledge of Mental Health, Self-confidence, Attitudes and Beliefs, Cues to Action- Signs and Symptoms, or Behaviors--MHFA-related Actions. Also, the Clients may choose to use all the surveys in their evaluation, only the Pre and Post surveys, or the Pre, Post and one of the follow-up surveys (3-month, 6 month). Below, the costs for different service options are described.

The Deliverables to Client include the compilation of third party responses in response to surveys provided by Georgetown University, and/or an analysis report that will be provided by Georgetown, and/or other services as listed per the Option chosen below.

Option 1: Base Service: MBLs Online Administration System

Service Description: The Client will provide Georgetown with emails for individuals registered to participate in an MHFA course. Georgetown will then send email requests to those individuals to participate in the evaluation. The email will include a link to access the online survey administration system. When potential participants log onto the Qualtrics site, they will read a description of the evaluation and what is required of them as well as an Informed Consent Script for an Anonymous Survey. If willing to complete the surveys, participants then complete an electronic consent. Trainee evaluation data will be identified through a code devised to meet Client needs. Contractor will supply the Client with a spreadsheet (CSV) of data collected on a schedule determined through consultation with the Client.

Yearly Cost of Service:

Service Component	Description	Full Survey Charge	Module Charge	Check Selections ↓
Maintenance of Online Survey System	The online survey system uses a <i>Qualtrics</i> platform, which GUCCHD maintains with a site license.	\$200 Yearly	\$50 (per module) yearly	
Technical support for survey administration	Creation and cleaning of email panel for each training by GUCCHD staff and reminder emails (up to 3) for each of the surveys.	\$50 per Training	\$50 training	
Data File preparation	Developing Client specific data file (CSV) format and codebook through initial consultation with evaluation leads and creating and sending file.	\$150	\$75	

Option 2: Extended Service: MBLS Online Administration System

Service Description:

The Client will provide Georgetown with emails for individuals registered to participate in an MHFA course. Georgetown will then send email requests to those individuals to participate in the evaluation. The email will include a link to access the online survey administration system. When potential participants log onto the Qualtrics site, they will read a description of the evaluation and what is required of them as well as an Informed Consent Script for an Anonymous Survey. If willing to complete the surveys, participants then complete an electronic consent. Trainee evaluation data will be identified through a code devised to meet Client needs. In this option, the Contractor will format the CSV file for more easy merging into statistical programs by Client (e.g., clarification of variables, data file editing). If chosen by Client, Contractor will produce a standard or extended report with an agreed upon schedule and format, providing descriptive data (Standard) or more extensively analyzed results (Extended).

Yearly Cost of Service:

Service Component	Description	Charge	Module Charge	Check Selections ↓
Maintenance of Online Survey System	The online survey system uses a <i>Qualtrics</i> platform, which GUCCHD maintains with a site license.	\$200 Yearly	\$50 (per module) yearly	
Technical Support For Survey Administration	Creation and cleaning of email panel for each training by GUCCHD staff and reminder emails (up to 3) for each of the surveys.	\$50 per Training	\$50 training	
Data File Preparation	Edit data file with standard variable names and formatting modified codebook to allow easy transfer to statistical packages	\$225	\$150	
Standard Report	Preparation of standard report detailing construct performance for each survey (pre, post, 3-month and 6 month follow-up).	\$225 per report	\$150 per report	
Extended Report	Preparation of extended report detailing construct performance for each survey (pre, post, 3-month and 6	\$400 per report	\$200 per report	

	month follow-up), statistical differences between surveys and comparison with national data set.			
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Option 3: Adaptation of tools and psychometric analysis: MBLS Online Administration System

Service Description:

Contractor will provide adaption of tools to cater to specific needs of Client, including translation to a language other than English or versions specific to populations or settings. If needed, Contractor will conduct studies to examine reliability/validity of adapted tools.

Yearly Cost of Service

Cost based on nature of service and negotiated with client

Option 4: Licensed use of MBLS

Service Description

Contractor, will permit provide paper version of the surveys and/or the online survey administration system to Client. Client will supply the Contractor with a spreadsheet (CSV) of data collected on a schedule determined through consultation with the Contractor.

Yearly Cost of Service

Service Component	Description	Full Survey Charge	Module Charge	Check Selections ↓
Limited License 1 digital copy of print version supplied	Permission to use MBLS on a per administration basis – Print version supplied	\$1.50 per administration of entire survey	\$0.30 per administration of a module	
Limited License 1 digital copy of print version and copy of Qualtrics survey system	Permission to use MBLS on a per administration basis– digital copy and Qualtrics survey system supplied	\$1.60 per administration of entire survey	\$0.35 per administration of a module	
Unlimited License – 1 digital copy of print version supplied	Permission for unlimited use of MBLS – Print version supplied	\$250	\$50	

Unlimited License – 1 digital copy of print version and copy of Qualtrics survey system	Permission for unlimited use of MBLS – digital copy and Qualtrics survey system supplied	\$300	\$60	
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2. OPTION CHOSEN: _____

2. TOTAL PAYMENT FOR SERVICES: Client shall pay Consultant a total of \$ _____
[PER OPTION as set forth above PLUS Module Charge] to perform the Services set forth in this
Agreement.

3. DATES FOR SERVICES: Services shall begin on _____ and end on _____.

4. DATE(S) FOR PAYMENT(S):