

GENERAL POLICY AGREEMENT
for
STATE/UNIVERSITY COOPERATIVE PROJECTS

PREAMBLE

The State of Maine, acting through its departments and agencies, provides a broad range of governmental services aimed at improving the lives of Maine's people. Similarly, the University of Maine System provides a broad range of services to the people of Maine as reflected by the diversity of teaching, research, and public service activities carried out on its campuses. In many areas joint activities can enhance the ability of both the State and the University to accomplish their respective missions. For example, many activities of State government require information generated from University research, or require the skills of individuals trained at the undergraduate or graduate level. At the same time, State agencies have expertise and access to data and other resources that can enhance the quality of programs at the University. Opportunities exist furthermore for the joint use of State and University funds as matching funds to attract external resources, thereby enhancing the resource base to the mutual advantage of the participants. The natural association between State agencies and the University, if properly nurtured, can contribute positively to the betterment of the people of Maine.

For purposes of this document, cooperative projects are defined as any activity of interest to the State of Maine where joint participation between the State and the University will improve the capacity of the State of Maine to provide services to the people of the State, and will enhance the ability of the University to further its teaching, research, and public service missions. Examples of projects that would meet these criteria include those that:

- a) provide training of students who may be candidates for employment to meet needs of the public and private sectors in Maine;
- b) support research and development projects that generate needed information or enhance the expertise of University faculty and research staff in areas needed by the State;
- c) provide public service that leads to the dissemination of University expertise to various constituencies in the State and/or that addresses critical State needs.

Where the potential for such projects exists, it is in the best interests of the University and the State to facilitate cooperation between University departments and State agencies. Cooperative projects are a framework within which such cooperation may be encouraged, with participation fully voluntary for both the

State and the University. Recognizing the commonality of interests involved, the State and the University enjoy mutual benefits from entering into a cooperative working association under terms which maximize the benefits resulting from the commonality of purpose and the sharing of resources. Such arrangements might involve only the State and the University using resources at their discretion, or the State and the University might jointly seek funding from a third party to support cooperative endeavors.

Criteria for State/University Cooperative Projects

For individual activities to qualify for exemption from competitive bidding, they must meet the following criteria:

1. the activity should not only be of interest to an agency of the State, but should also enhance the ability of the University to fulfill its traditional mission in the areas of teaching, research, and public service;
2. there should be a sharing of the project's responsibilities and in, most cases, costs between the University and the State;
3. an accountable individual in both the State agency and the University unit involved in the cooperative project should share responsibility for the project's design and planning, and, as appropriate, its execution and documentation.

In summary then:

WHEREAS, the State of Maine provides a broad range of governmental services aimed at improving the lives of Maine's people, and

WHEREAS, the University of Maine System, acting through its respective Campus Universities, provides teaching, research, and public services for the people of Maine, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of Maine, hereinafter referred to as the State, and the University of Maine System, hereinafter referred to as the University, this first day of September, 1989, enter into an agreement for the purpose of jointly planning and carrying out COOPERATIVE PROJECTS under the terms and conditions specified below. These terms and conditions shall apply to all COOPERATIVE PROJECTS and shall remain in force and effect until amended or terminated.

1. PROJECT AGREEMENT

A PROJECT AGREEMENT shall be executed for each project conducted. This agreement shall include a statement that all activities will be governed by the terms and conditions of the GENERAL POLICY AGREEMENT for STATE/UNIVERSITY COOPERATIVE PROJECTS and shall include:

- a) name of the department, agency or unit of the State, and the name of the campus of the University participating in the project.
- b) the effective starting date and expiration date for the agreement.
- c) description of project activities to be undertaken during the period of the agreement, to include (a.) title, (b.) objectives, (c.) scope of work, (d.) key personnel, (e.) schedule of reports or other deliverables, and (f.) budget. If additional work beyond that specified in the present agreement is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included also.
- d) designation of Project Administrators.
- e) designations of Project Cooperators.
- f) specification of funding and other project contributions to be provided by the State, by the University, and by any third party during the period of the agreement.
- g) when the State and the University jointly prepare a proposal for funding from a third party, the PROJECT AGREEMENT will implement the contractual relationship between the University and the State.

Each PROJECT AGREEMENT must be signed by an authorized official on behalf of the State and by a duly authorized campus official on behalf of the University before it becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University shall each designate a Project Administrator for each project conducted under this agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT COOPERATORS

The State and the University shall each designate a Project Cooperator for each project conducted under this agreement. The Project Cooperators shall be responsible for the technical leadership and conduct of the project and all progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

Joint project proposals to third parties may identify individuals from either the State or the University, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a PROJECT AGREEMENT, shall continue to be in the legal status of State Employees and not as employees of the University; likewise, employees of the University, in the performance of their duties and activities under a PROJECT AGREEMENT shall continue in the legal status of University employees and not as employees of the State.

5. CHANGES IN THE WORK

The scope of work, budget, period of performance, specification of deliverables, or any other part of a PROJECT AGREEMENT may be amended at any time by written agreement of both parties, subject to required State and University approvals.

6. PERIOD OF PERFORMANCE

Multiple-year projects may be carried out under this agreement; however, future participation may be contingent upon legislative or congressional appropriations to the State and/or the University. Neither the State nor the University is obligated to be involved or to carry out work beyond that specified in an approved PROJECT AGREEMENT, including relevant amendments if any.

7. FUNDING

Funds, facilities, assigned personnel or other contributions made by either party shall be available only for the work described in an approved PROJECT AGREEMENT. Neither the State nor the University is obligated to expend funds or to make payments in excess of the amounts specified in an approved PROJECT AGREEMENT, including relevant amendments if any.

8. PROJECT COSTS

Project costs shall include the following as appropriate: salaries, wages, employee benefits, supplies and materials, travel, equipment, services, and indirect costs. Employee benefits and indirect costs shall be charged at the audited federal rates in effect at the time the PROJECT AGREEMENT is executed. Reimbursement for travel costs or similar expenses shall be governed by the relevant collective bargaining agreements in effect between the State or the University and its employees, and/or applicable State or University policy.

9. COST SHARING

For two-party cooperative projects involving the State and the University, total project costs will be shared by the parties.

When the State and the University undertake a project resulting from a joint proposal to a third party, cost sharing, if any, will be provided in accordance with requirements of the grant announcement and will be borne by each of the parties as specified in such proposal.

10. INVOICES AND PAYMENTS

Payments shall be made by the State within twenty (20) days after receipt of an approved, itemized invoice submitted by the University for actual costs incurred to date. Billings shall be for a period of not less than thirty (30) days. Other payment terms may be negotiated as necessary in an individual PROJECT AGREEMENT.

11. FISCAL RECORDS

The University shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under a PROJECT AGREEMENT and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the AGREEMENT and for three years thereafter. These records shall reflect total project costs including documentation of State and University contributions, and all third party contributions, to the project. Copies of project records shall be provided to the State if requested by the Project Administrator.

12. SUBCONTRACTS

Unless provided for in the PROJECT AGREEMENT, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is

granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors. This provision shall not be taken as requiring approval of employment contracts between either of the parties and its employees nor the approval of ordinary purchases of supplies and services needed to carry out the approved scope of work.

13. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right title or interest in any PROJECT AGREEMENT, or any part thereof, without the written consent of the other party.

14. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any PROJECT AGREEMENT the parties agree as follows:

- a) the University will not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap, unless related to a bona fide occupational qualification. The University will take affirmative action to insure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The University agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- b) the State and the University will, in all solicitations or advertising for employees placed by or on behalf of the University relating to this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
- c) the University will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performance of this contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the University's commitment under this

section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

- d) the State and the University will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The University, or any subcontractor holding a contract directly under the University, shall, to the maximum feasible, list all suitable employment openings with the Maine Employment Security Commission. This provision shall not apply to employment openings which the University or any subcontractor holding a contract under the University, proposes to fill from within its own organization. Listing of such openings with the Employment Service Division of the Maine Employment security Commission shall involve only the normal obligations which attach to such listings.

15. TERMINATION

Either party may terminate a PROJECT AGREEMENT at any time upon 60 days written notice to the other party. Expenses incurred prior to the date of termination plus the costs of all non-cancelable commitments, including termination costs of project personnel, will be borne proportionally by each of the parties as specified by the cost sharing percentages.

16. GOVERNMENTAL REQUIREMENTS

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

17. LIABILITY

The State and the University mutually agree that:

- a) each party shall be responsible for any necessary fire or casualty insurance covering property owned by that party and used in the performance of an approved PROJECT AGREEMENT, and
- b) neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party.

18. INTERPRETATION AND PERFORMANCE

All PROJECT AGREEMENTS shall be governed by the laws of the State of Maine as to interpretation and performance; however, notwithstanding the

provisions of the GENERAL POLICY AGREEMENT for STATE/UNIVERSITY COOPERATIVE PROJECTS, the specifications, terms and conditions of a PROJECT AGREEMENT shall govern.

19. OWNERSHIP

All notebooks, plans, sketches, working papers, or other property interests including innovations which may or may not be proper for copyright or patent licensing, produced in the performance of a PROJECT AGREEMENT are the property of the party who performed the work, but the other party shall have the right to use the information for its own purposes. The parties agree to maintain all notebooks, sketches, plans, working papers, or other work produced in the performance of a PROJECT AGREEMENT for a period extending one year after the expiration date and shall make such materials available at their offices during normal working hours for inspection by any authorized representative of the other party. A copy of these materials shall be furnished, if requested.

Capital equipment is defined to include all tangible property having a useful life of at least one year and a unit cost of \$500 or more. Title to all capital equipment supplied by the State under the terms of a PROJECT AGREEMENT shall remain with the State. Title to all capital equipment supplied by the University under the terms of a PROJECT AGREEMENT shall remain with the University. Title to all capital equipment purchased jointly under a PROJECT AGREEMENT shall vest immediately with the University. The University shall maintain a list of all equipment jointly purchased, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

20. COPYRIGHTS

Title to and right to determine the disposition of any copyrights, or patentable materials, first produced or composed by one of the parties in the performance of a PROJECT AGREEMENT shall remain with that party, provided that the owner shall grant to the other party an irrevocable, royalty-free, nonexclusive right to reproduce, translate and use all such copyrighted or patented material for its own purposes. The rights of any officer, employee or agent of the University to any copyrightable or patentable material produced under a partnership project shall be governed by the University patent and copyright policy then in effect.

21. PUBLICATION RIGHTS

Results of work conducted under a PROJECT AGREEMENT may be published jointly by parties, or by either party separately, always giving due credit to

the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion.

22. APPROVALS

Each PROJECT AGREEMENT is subject to approval by an authorized representative of the University of Maine, the State Contract Review Committee and the State Controller before it can be considered as a valid, executable document.

APPROVED AS TO FORM:

Date: September 12, 1989
signed by the Attorney General*

APPROVED,
CONTRACT REVIEW COMMITTEE:

September 12, 1989
signed by the Chairman*

STATE OF MAINE:

signed by Commissioner
of Administration*

UNIVERSITY OF MAINE
SYSTEM:

signed by the Treasurer of the
University of Maine System*

*signatures on file in the University of Southern Maine, Office of Sponsored Programs