

MASTER JOINT PERSONNEL AGREEMENT

This Master Joint Personnel Agreement ("Agreement") is entered into between the Seattle Institute for Biomedical and Clinical Research ("SIBCR") and the University of Washington ("UW") with an effective date of May 14, 2010.

1. Definitions

"Employee" will be an individual employed by one of the parties to the Agreement. That party to the Agreement will be the "Employer".

"Prime Awardee" will be the party to the Agreement which requests from Employer the effort of its Employee.

"JPA" will be an individual Joint Personnel Agreement established pursuant to this Agreement, specifying an Employee, scope of work, associated costs, and other information as required.

2. Employment Status

In order to facilitate continuity of Employee benefits despite his or her work on behalf of Prime Awardee, Employee will remain on the Employer payroll for the period of the JPA and be entitled to participate in the salary and benefit programs of Employer, including salary and incentive compensation administration, retirement and insurance programs, credits for and program administration with respect to sick leave and vacation, workers' compensation, and other benefits of Employer, including Employer paid holidays.

Employee will remain subject to the employment policies and/or collective bargaining agreements applicable to his or her employment with Employer.

For temporary or part-time employees, eligibility may be determined on an individual basis.

3. Reimbursement to Employer

In consideration of Employer's agreement to accept a JPA arrangement with respect to an Employee, Prime Awardee will reimburse Employer for that portion of costs incurred by Employer for the benefit of Employee while such Employee is working on Prime Awardee's project(s) or associated work specified in the JPA ("Expenses"). Such Expenses are outlined in the JPA, and will include the applicable prorata share, for the time expended on the Prime Awardee's project(s) or associated work, of:

- (i) the Employee's salary, including estimated regular and premium pay and salary increases, whether merit, range adjustment, reclassification or otherwise;
- (ii) Employer and Employee employment taxes (including premiums for disability, unemployment and workers compensation insurance);
- (iii) vacation accrual; and
- (iv) employer-paid costs of associated fringe benefits (including tuition benefits at UW).

Expenses will be calculated based upon the percentage of effort allocated to the Prime Awardee's project(s) or associated work, plus the JPA administrative fee (as defined and specified in the Agreement between SIBCR and UW effective April 6, 2004).

In order to reflect changes in Employee effort or status and Prime Awardee's scope of work, the JPA may be amended by mutual agreement in writing between Employer and Prime Awardee from time to time in accordance with the terms of this agreement.

To accommodate minor unforeseen increases in costs, at the time a JPA is initiated, the total cost of the JPA may be increased up to 5% above projected costs for known salary, fringe, and administrative fee costs.

Employer will withhold and remit income and other payroll taxes from the compensation of Employee for services performed under this JPA.

4. Acceptance

Each JPA will be signed by the Prime Awardee. The JPA will be emailed to the Employer's appropriate program, department/division, and institutional-level staff. The Employer's acceptance of the terms and conditions of the JPA is acknowledged when invoices for costs under the JPA are submitted.

5. Sponsor Terms and Conditions

The Prime Awardee's award agreement and all applicable flowdown terms and conditions apply to a JPA funded by that award, and are by reference incorporated therein.

If the Prime Awardee's work pursuant to a JPA is funded by NIH or another HHS agency, the HHS Grants Policy Statement (1/1/07) and the NIH Grants Policy Statement (12/03), as amended, applies to that JPA and is incorporated therein by reference. Non-standard terms and conditions will be transmitted as part of the JPA agreement.

6. Liability and Insurance

Each party to the Agreement may be liable for any acts or omissions of its own employees acting within the scope and course of their employment by that party as defined by applicable legal standards. However, the parties recognize that if Employee has a Without Compensation (WOC) appointment at the VA Puget Sound Health Care System, the United States of America, pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671-2680, will protect and defend Employee from personal liability for any negligent acts or omissions by Employee acting within the scope of their duties. Application of the Federal Tort Claim Act is subject to certification by the U.S. Attorney General that Employee was performing services within the scope of Government employment as a WOC employee at the VA Puget Sound Health Care System. If any pending or threatened litigation arises as a result of or related to an Employee's conduct, then the Employer who pays the Employee will be responsible for defending such lawsuit or litigation as it relates to its own Employee.

To the extent that it is determined that the Federal Tort Claims Act does not apply to the Employee, then Employer will be responsible for defending against any threatened or actual claims, charges or lawsuits that arise as a result of its Employee's acts or omissions in the scope and course of employment (including all attorneys' fees and costs of defense).

7. Patents, Copyrights, and Other Intellectual Property Rights

All patents, copyrights, and other intellectual property rights resulting from Employee's efforts hereunder will follow the provisions of the executed Cooperative Technology Administration Agreement (CTAA) dated July 18, 2007 and amendments thereto.

Employee, while working for Prime Awardee hereunder, will be responsible for disclosure of all inventions, copyrights and other intellectual property in accordance with the CTAA, including disclosure made directly to UW in accordance with UW policy, and to VA Puget Sound Health Care System in accordance with VA Puget Sound Health Care System policy.

Seattle WA 98108

Where UW is the Employer:

Grants and Contracts Accounting
University of Washington
3917 University Way NE (Box 351122)
Seattle, WA 98105-1122

Invoices must reference JPA or PO numbers. The final invoice for a JPA must be received within sixty (60) days of its period of performance and be clearly marked "FINAL".


13. Dispute Resolution

If any dispute arises between the parties in connection with this Agreement, the parties will meet and attempt to resolve the dispute.

The parties have executed this Agreement on the date written below.

SEATTLE INSTITUTE FOR BIOMEDICAL AND CLINICAL
RESEARCH

UNIVERSITY OF WASHINGTON

By: 

By: 

Name: Eileen Lennon, PhD

Name: Lynne Chronister

Title: Executive Director

Title: Director, Office of Sponsored Programs

Date: 5/13/10

Date: 5/24/10