

**SPONSORED RESEARCH AGREEMENT
COST REIMBURSABLE**

ASU Reference No. FP00024854

This Sponsored Research Agreement ("Agreement") is made and entered into by and between:

The Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), an institution of higher learning established by the laws of the State of Arizona, having a place of business at 660 S. Mill Ave. Suite 312, Tempe, AZ 85281, and **Pinal County**, a political subdivision of the State of Arizona, by and through the Pinal County Attorney's Office, having a place of business at 30 N Florence St, Florence, AZ 85132 ("Sponsor").

Sponsor is the recipient of the referenced award (Prime Award reference #2019-ZB-BX-006) for support of a sponsored research project entitled "Digital Transformation of Community Supervision (DTCS) to Significantly Reduce Violence Behaviors by Assessment and Treatment of Criminogenic Markers"; and ASU has proposed to assist Sponsor in the accomplishment of this project.

Sponsor desires to fund research to be performed by ASU, as described in the Scope of Work (SOW) and Budget attached hereto and incorporated herein as **Exhibit A** (the "Project"), and ASU desires to conduct such work. The Project contemplated by this Agreement is of mutual interest to Sponsor and ASU and furthers the educational, scholarship and research objectives of ASU as a nonprofit, tax-exempt, educational institution, and may benefit both Sponsor and ASU through the creation or discovery of new inventions.

Therefore, in reliance on the commitments and obligations set forth herein, and with the intention of being legally bound hereby, the parties agree as follows:

EFFECTIVE DATE. This Agreement will be effective as of the date of the last signature below.

SCOPE OF WORK. ASU will use all reasonable efforts to perform the work and deliver any reports or other items ("Deliverables") specified in Exhibit A.

KEY PERSONNEL. ASU will provide Dr. Natasha Mendoza, as Principal Investigator ("PI") for work contemplated and performed under this Agreement.

PERIOD OF PERFORMANCE. This Agreement will begin on 7/01/2020 and will terminate on 9/30/2022. This Agreement may be modified or extended at any time by mutual written consent of both parties.

PRIME AWARD. This Agreement is subject to the terms and conditions of the Sponsor's Prime Award and other Special Terms and Conditions as specified in **Exhibit B**.

COMPENSATION. Compensation will be on a cost reimbursable basis. Sponsor will reimburse ASU in an amount not to exceed \$195,000 for the total project and \$65,000.00 per contract year for the Project and Deliverables. Balance(s) due under this Agreement will be paid upon receipt of invoices from ASU issued monthly for the duration of the period of performance up to the agreement amount less the reserve. All invoices are due and payable within 30 days. Payment will be issued according to the below schedule:

Date	Direct	Indirect	Total
12/31/2020	41,401	23,599	65,000
4/1/2021	20,700.50	11,799.50	32,500.00
10/1/2021	20,700.50	11,799.50	32,500.00
4/1/2022	20,700.50	11,799.50	32,500.00
9/30/2022	20,700.50	11,799.50	32,500.00

ASU reserves the right to subject invoices not paid within thirty (30) days of the invoice date to a 1% per month late fee on the unpaid balance for any amounts not in dispute. ASU reserves the right to discontinue or delay the performance of this Agreement if Sponsor fails to make payments within 30 days of receipt of invoice.

In the event of non-payment, ASU may terminate all further work on the Project and seek full payment from the Sponsor for all work performed and all expenses incurred including allocable costs, pursuant to the termination clause of this Agreement including the collection of payment.

ASU invoices will be submitted to Sponsor at address provided in Notices provision.

Questions regarding payment should be directed to the person who issued the invoice or to cashmanagement@asu.edu.

ASU remittance address and wire transmittal information will be presented on invoices. To ensure prompt processing ASU requests remittances reference "Sponsor Award Number" and "Principal Investigator" as identified on invoice.

Invoices will be mailed to the Sponsor Financial Contact at the following address:

Attention: Katherine Ortega
Address: PO Box 887, Florence, AZ 85132
Phone: (520) 866-6289
e-mail: katherine.ortega@pinal.gov

PUBLICATIONS. Sponsor recognizes that under ASU policy the results of the work performed under this Agreement must be publishable. ASU, its employees and students engaged in the performance of this Agreement will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or provide online, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Upon written request by Sponsor, copies of proposed manuscripts will be furnished to Sponsor for review prior to publication. In no event will ASU delay publication for more than thirty (30) days from date of submittal of manuscript for Sponsor review.

NOTICES. All official notices, by either party, required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), e-mail with "Read Receipt" or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the parties may specify in the same manner. Notices will be deemed to have been given and

received on the date of actual receipt or on the date receipt was refused. Courtesy e-mail copy of any notice is requested to be sent to the PI. Addresses are as follows:

For ASU: Office for Research & Sponsored Projects Administration
Arizona State University
P.O. Box 876011
Tempe, Arizona 85287-6011
e-mail: asu.awards@asu.edu
cc: tadoza@asu.edu

For Sponsor: Pinal County Attorney's Office
Attn: Teresa Fuller
P.O. Box 887
Florence, AZ 85132

CONFIDENTIALITY. The parties agree that private, protected and/or otherwise confidential data, records or information exchanged under this project shall be performed according to the Data Sharing Agreement already executed by the parties (attached as **Exhibit C** hereto).

EXPORT CONTROL. Sponsor agrees to give ASU express advance written notice prior to providing ASU any export controlled information, technology, software, equipment or know-how so ASU can take the appropriate measures. All export controlled information, technology, software, equipment or know-how furnished by the Sponsor shall be appropriately marked as "export controlled". Sponsor agrees to furnish ASU only export controlled information that ASU needs to complete its work under this Agreement. ASU shall have the right to refuse acceptance of export controlled information.

INTELLECTUAL PROPERTY.

General. Subject to any obligations to the United States Government pursuant to the provisions of 35 U.S.C. sections 200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations:

- a) Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are ASU employees will be owned by ASU ("ASU IP") and managed through Skysong Innovations, LLC ("SI").
- b) Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are Sponsor's employees will be owned by Sponsor ("Sponsor IP").
- c) Intellectual Property resulting from the performance of the Project and created jointly by legal inventors who are ASU's employees and Sponsor's employees will be owned jointly by ASU, managed by SI, and Sponsor ("Joint IP").
- d) ASU and Sponsor shall each retain ownership of all intellectual property and materials owned by each of them prior to the Effective Date.
- d) "Intellectual Property" means any inventions, discoveries, concepts, methods, processes, data, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

Patent Applications. Patent applications will be filed by SI on behalf of ASU on ASU IP and Joint IP. Sponsor may, at any time, request SI to file a patent application on ASU IP or Joint IP.

- a) If such a request is made, Sponsor agrees to reimburse SI for all patent costs plus a 15% patent administration charge. In addition, Sponsor has the right to review all filings and office actions related to the patent applications, provided, however, that in an emergency when immediate action is needed to protect ASU IP or Joint IP, documents may be filed prior to review by the Sponsor and in such event, telephone or facsimile notice shall be given promptly by SI or SI's counsel of such action. SI will use reasonable efforts to avoid emergency situations in cases where they have control over the timing of steps involved in protecting ASU IP or Joint IP.

Option. In consideration of Sponsor's support of this Project and to the extent that SI has a right to grant such license, Sponsor shall be entitled to an option to negotiate a royalty-bearing license to ASU IP and/or ASU's interest in Joint IP, so long as Sponsor agrees to reimburse SI for all patent costs plus a 15% patent administration charge during the term of the option. Failure to reimburse SI's patent costs plus a 15% patent administration charge will result in termination of the option.

- a) Sponsor must exercise the option in writing to SI within thirty (30) days of SI's notification to Sponsor of any invention/discovery or within thirty (30) days of the termination of the Project, whichever occurs sooner.
- b) A license must be negotiated in good faith within three (3) months of Sponsor's written notification that it wishes to exercise the option. Said license shall contain reasonable terms that are standard in the industry for the ASU IP and/or ASU's interest in Joint IP, shall require diligent performance by Sponsor for the timely commercial development and marketing of such ASU IP and/or ASU's interest in Joint IP, and shall include Sponsor's obligation to reimburse SI's patent costs plus a 15% patent administration charge for all inventions subject to the license.

Disclosure. Sponsor shall retain all invention disclosures submitted by ASU or SI in confidence and, to the extent permitted by law, use its best efforts to prevent disclosure to third parties. Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of Sponsor.

ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, and supersedes any other agreement or understanding between the parties. No amendment or modification to this Agreement will be valid or binding upon the parties unless made in writing and signed by each party. This Agreement may be executed in counterparts, each of which will be deemed an original. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement will remain in full force and effect and will be binding upon the parties. Duly authorized electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

WAIVERS. No waiver of this Agreement will be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

ASSIGNMENT. Neither party may transfer or assign this Agreement or any of other party's rights or obligations hereunder, directly or indirectly, or by operation of law, without the other party's prior written consent, and any attempt to the contrary will be void.

GOVERNING LAW AND VENUE. This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations are subject to the regulations/policies of the Arizona Board of Regents. Sponsor's obligations are subject to the statutes, regulations, and policies governing Pinal County and the Pinal County Attorney's Office. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

FAILURE OF LEGISLATURE TO APPROPRIATE. In accordance with A.R.S § 35-154, if either party's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then such party may provide written notice of this to the other party and cancel this Agreement without further obligation of the canceling party. Appropriation is a legislative act and is beyond the control of the parties.

CONFLICT OF INTEREST. If within three (3) years after the execution of this Agreement, Sponsor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in A.R.S. § 38-511.

INDEPENDENT CONTRACTOR. ASU is an independent contractor and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. ASU employees will not be considered employees of Sponsor, and neither ASU nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, to participate in any benefits or privileges given or extended by the other party to its employees.

TERMINATION. Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is terminated by Sponsor, Sponsor will remain responsible for payment to ASU for all work performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments will include employment commitments to ASU personnel through the end of the semester following any such termination by Sponsor. In the event ASU terminates this Agreement, any unused funds from the reserve will be returned.

DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules.

INSURANCE. ASU maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State

of Arizona Risk Management Plan. Both parties represent that they are authorized and insured to perform the activities provided for in this agreement.

NONDISCRIMINATION. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60300.5(a) and 60741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ADVERTISING, PUBLICITY, NAMES AND MARKS. Sponsor will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement, except for documents used for internal consumption by Sponsor; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

FORCE MAJEURE. With the exception of a party's payment obligations, no liability shall result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm or other weather condition, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, disease, pandemic or epidemic, strike or other labor dispute or labor trouble, civil unrest, or any failure or delay of any transportation, power, equipment or communications system, other emergencies that disrupt a party's operations, or any other or similar cause beyond that party's reasonable control.

The party which is so prevented from performing shall give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by either party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

ORDER OF PRECEDENCE. In the event of any inconsistency between the conditions of this Agreement, the inconsistency will be resolved by giving precedence in the following order: (i) Exhibit B, the Prime Award, including any other special terms and conditions (ii) this Agreement, and (iii) Exhibit A, Statement of Work. If any inconsistency exists, Sponsor will be responsible for notifying asu.awards@asu.edu.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

**Arizona Board of Regents for and on
behalf of Arizona State University**

By: _____
Kristy Macdonald
Assistant Director, Research
Operations

Date

Sponsor, Pinal County

By: _____
Chair, Pinal County Board of
Supervisors


Date

ATTEST:

By: _____
Clerk of the Board

Date

Approved:

By:  _____
Kent Volkmer
Pinal County Attorney

SPONSORED RESEARCH AGREEMENT COST REIMBURSABLE

Exhibit A: Scope of Work and Budget

Description of Services:

A. PCAO agrees to provide ASU with the following:

- i. Access via internet or telephone to one supervising diversion officer and three diversion officers (DOs) at baseline, 10 months, 20 months, and 30 months in order for ASU to assess administration of the curriculum, and strengths and barriers related to the curriculum.
- ii. Attendance of relevant PCAO staff at stakeholder focus group meetings to be held via internet or telephone at baseline, 10 months, 20 months, and 30 months to assess the committee's use of Participatory Action Research, and capture opinions related to their progress throughout the project.
- iii. Access to redacted quantitative data. De-identified data may be shared through a secured cloud-based platform such as Dropbox.
- iv. Access to documents capturing organizational process (i.e. meeting minutes and workgroup forms). Documents may include identifiers and will be held on the secure iTether platform. ASU will have access to the iTether platform and the ability to download documents and save to the ASU secured shared drive.

B. ASU agrees to:

- i. Develop a data collection plan for qualitative data including interviews, focus groups, and stakeholder documents.
- ii. Submit IRB application to the Arizona State University IRB, develop and submit the detailed program evaluation protocol and IRB application within 90 days of executed contract, and manage any reviews or requests made by the IRB as provided in the SOW.
- iii. Manage and analyze the project data and documentation as provided in the SOW and according to the terms of this Agreement.
- iv. Provide reporting and feedback as provided in the SOW and according to the terms of this Agreement.
- v. Participate in stakeholder meetings, provide formative and summative feedback to PCAO related to qualitative interviews - individual and focus groups, and report process quarterly and findings annually to PCAO.
- vi. Develop an initial evaluation protocol and submit it to PCAO as provided in the SOW.
- vii. Attend stakeholder meetings and conduct all interviews and focus groups as provided in the SOW.

Watts College PUBSRV Budget Worksheet

Principal Investigator: Natasha Mendoza
Department / College: CABHP

Agency Pinal County
Source: BJA

Purpose: 57% research

Digital Transformation of Community Supervision (DTCS)
to Significantly Reduce Violent Behaviors by Assessment
Project Title: and Treatment of Criminogenic Markers

Co. Principal Investigator: Nicole Janich
Department / College: CABHP

Proposal No: FP25854

Start & End Date

Total Project Period: 07.01.20-06.30.22

Budget Staff & Date: 05.19.20 FS

PERSONNEL-Salary & Wages				FY21	FY22	FY23	
Name	Title	# Months	% Effort	Year 1	Year 2	Year 3	Total
Natasha Mendoza	Principal Investigator	3	6%	1,869	1,925	1,983	5,777
Total Faculty Salaries				1,869	1,925	1,983	5,777
Fringe Benefits Faculty				526	557	591	1,674
Nicole Janich		12	10%	6,200	6,386	6,578	19,164
TBD		12	4%	1,640	1,689	1,740	5,069
Graceson Jenkins		12	10%	6,500	6,695	6,896	20,091
Total Staff Salaries				14,340	14,770	15,214	44,324
Fringe Benefits Staff				5,421	5,750	6,100	17,271
			Yr 1 50.4% / Yr 2 46.53% / Yr 3 42.69%				
TBD	Hourly Grad Student	12		16,792	15,951	15,070	47,813
Total Student Salaries				16,792	15,951	15,070	47,813
Fringe Benefits Students				190	185	180	555
Total Personnel				39,138	39,138	39,138	117,414
	# of Days	Rate					
Travel - In State 7510	REASON FOR TRIP, where, # nights, etc.						
	Ground Transportation - Mileage	1040	\$ 0.445	463	463	463	1,389
Total Travel				463	463	463	1,389
OTHER DIRECT COSTS							
	Photocopy Charges-731028			300	300	300	900
	Other Services-731099 - Transcription Costs			1,000	1,000	1,000	3,000
	Computer Software-732046			500	500	500	1,500
TOTAL Other Direct Cost Subtotal				1,800	1,800	1,800	5,400
TOTAL DIRECT COSTS				41,401	41,401	41,401	124,203
LESS DIRECT COSTS EXCLUSIONS							
TOTAL MODIFIED DIRECT COST BASE				41,401	41,401	41,401	124,203
F&A COSTS (Indirect)				23,599	23,599	23,599	70,797
TOTAL COSTS				65,000	65,000	65,000	195,000

**Exhibit B:
Prime Award**

U.S. Department of Justice Prime Contract 2019-ZB-BX-0006 and all applicable flow down terms are hereby incorporated by reference in full force as if provided herein in full text.

Exhibit C:
ASU – PCAO Data Sharing Agreement

The Data Sharing Agreement between Pinal County, by and through the Pinal County Attorney's Office, and Arizona Board of Regents for and on behalf of Arizona State University, signed by the Parties on August 5, 2020, is hereby incorporated into this Agreement by reference as if attached herein in full text.