



UNL Standard Research Agreement 05192016

OFFICE OF SPONSORED PROGRAMS

RESEARCH AGREEMENT #129281

RESEARCH AGREEMENT (the "Agreement") between the Board of Regents of the University of Nebraska on behalf of the University of Nebraska-Lincoln, a non-profit, public educational institution of the State of Nebraska, hereinafter referred to as "UNL", and Lancaster County, on behalf of Lancaster County Community Corrections located at 605 S. 10th Street, Ste. B131, Lincoln, NE 68508, hereinafter referred to as the "Sponsor". Party shall mean the Sponsor or UNL as the context dictates, and when used in the plural, shall mean the Sponsor and UNL.

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to UNL and to the Sponsor, and will further the instructional and research objectives of UNL in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. STATEMENT OF WORK.** UNL agrees to use reasonable efforts to perform the research program as described in Attachment A (the "Research") which is incorporated and made part of this Agreement.
- 2. PRINCIPAL INVESTIGATOR.** The Research will be supervised by Dr. Mark DeKraai the "Principal Investigator". If, for any reason, Dr. DeKraai is unable to continue to serve as Principal Investigator and a successor acceptable to both UNL and the Sponsor is not available, this Agreement shall be terminated as provided in Article 8.
- 3. PERIOD OF PERFORMANCE.** The Research shall be conducted during the period January 1, 2019 (the "Effective Date") through December 31, 2022 (the "Completion Date"). The Completion Date may be modified or extended only by mutual written agreement of the Parties executed subsequent to this Agreement.
- 4. DESIGNATION.** For the purposes of this Agreement, "Cost" is defined as all direct and indirect costs incurred by UNL in performing the Research as provided in Attachment C, which is incorporated and made part of this Agreement. This Agreement is designated as a Cost Reimbursable Agreement and the anticipated budget is \$180,000.00.

Sponsor will reimburse UNL for the actual costs of conducting the Research, up to the full Cost. The parties estimate that the Cost is sufficient to support the Research, but UNL may submit to Sponsor a revised budget requesting additional funds if costs are reasonably projected to exceed Cost. Sponsor is not liable for any payment in excess of Cost except as per Sponsor's written agreement. UNL has the authority to rebudget Cost from time to time, at the discretion of the Principal Investigator, as long as the rebudgeting is consistent with the goals of the Research.

- 5. PAYMENT.** Actual costs will be billed no less often than quarterly and no more often than monthly. Final invoice shall be submitted within 60 days of the end of the project period. Payment(s) shall be made to UNL by the Sponsor in U.S. dollars.

Checks shall be made payable to the University of Nebraska (ID #47-0049123).



UNL Standard Research Agreement 05192016

Checks shall be mailed to: University of Nebraska-Lincoln
Sponsored Programs
151 Prem S. Paul Research Center
2200 Vine Street
PO Box 830861
Lincoln, NE 68583-0861

For identification purposes, each payment shall include the Research Agreement number, title of the Research Project and the name of the Principal Investigator.

At the conclusion of each payment event, UNL will invoice the Sponsor for the appropriate amount, and the Sponsor will pay any undisputed invoice within thirty (30) days of receipt of that invoice by the Sponsor. Any undisputed amount not received by the due date so noted in the invoice will be subject to interest on the unpaid principal balance at the rate specified in Neb. Rev. Stat. § 45-104.02, as such rate may from time to time be adjusted.

The invoice may be sent by the following method(s):	With copy to:
EMAIL: Mmeyer@lancaster.ne.gov FAX: 402-441-3604 POSTAL: 605 South 10 th Street, Suite B131 Lincoln, NE 68508	EMAIL: KEtherton@lancaster.ne.gov FAX: POSTAL:

UNL's institutional preference for sending invoices is via electronic mail

6. **TAXES.** UNL is a non-profit, public educational institution. Sponsor agrees that if this Agreement is subject to taxation by any governmental authority, Sponsor will pay these taxes in full. UNL will have no liability for payment of these taxes.
7. **EXPENDABLES AND EQUIPMENT.** UNL owns all expendables and equipment purchased or fabricated to perform the Research.
8. **TERMINATION.** Performance under this Agreement may be terminated by either Party upon sixty (60) days' prior written notice to the other Party. Upon termination by either Party, UNL will be reimbursed as specified in Article 5 for all costs and non-cancelable commitments incurred in the performance of the Research up to and including the effective date of termination, such reimbursement not to exceed the total Cost specified in Article 4.

Sponsor may terminate the Agreement, in whole or in part, immediately and without penalty, upon written notice to UNL in the event funding is not lawfully available for expenditure or when sources for funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of Sponsor.

In the event that either Party hereto shall commit any breach of or default in any of the terms or conditions of the Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other Party to such effect. Such termination shall be effective as of the date of receipt of such notice.



UNL Standard Research Agreement 05192016

Termination of this Agreement by either Party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination of this Agreement. No termination of the Agreement, however effectuated, shall release the parties from their rights and obligations under Articles 4, through 0, inclusive, and Article 19.

9. **CONFIDENTIAL INFORMATION.** The University and the Sponsor agree that any "Confidential Information" as defined herein, shall be handled according to the following terms the parties have chosen, indicated below by their initials:

"Confidential Information" hereunder shall mean any materials, written information, and data marked "Confidential" by either Party or non-written information and data disclosed by either Party that is identified at the time of disclosure to the receiving Party as confidential and is reduced to writing and transmitted to the receiving Party within thirty (30) days of such non-written disclosure. Each Party agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain as confidential for a period of three (3) years the Confidential Information. The obligations of confidentiality set forth herein shall not apply to any Information which is:

- A. possessed by the receiving Party, other than through prior disclosure by the disclosing Party, as evidenced by the receiving Party's written records and which was not acquired directly or indirectly from the disclosing Party;
- B. in the public knowledge at the time of disclosure;
- C. published or available to the general public after disclosure, otherwise than through a breach of this Agreement;
- D. obtained by the receiving Party from a third party with a valid right to disclose such Information, provided that said third party is not under a confidentiality obligation to the disclosing Party or any other third party;
- E. independently developed by the receiving Party without reference to the disclosing Party's Confidential Information as shown by the receiving Party's written records; or
- F. required to be disclosed by legal process, or subject to the obligations of the University pursuant to the provisions of the Nebraska Public Records Act, Neb. Rev. Stat. §84-712 et. seq.

10. **PUBLICATIONS.** UNL will be free to publish the results of the Research in whole or in part, provided that UNL complies with this Article 10. UNL agrees to provide Sponsor with a copy of each manuscript, presentation, poster, and/or any other form of public disclosure intended to be presented visually or audibly or in writing to any third party or organization disclosing the Research ("Manuscript") at least thirty (30) days prior to its submission, presentation, and/or disclosure to any third party or organization ("Publication"). Within thirty (30) days of receipt of the Manuscript, Sponsor may request delay in Publication for a period not to exceed an additional sixty (60) days (or some longer period of time as agreed to by the Parties) from the date Sponsor gives notice to UNL that patentable subject matter is included in such Manuscript to allow for the filing of appropriate intellectual



UNL Standard Research Agreement 05192016

property protection. If Sponsor notifies UNL of subject matter in any such Manuscript that should be protected, UNL agrees to coordinate with Sponsor the disclosure, drafting and filing such intellectual property protection prior to Publication of the Manuscript as provided in Article 13 below within the time period referenced herein. If Sponsor does not make a written request for such delay within thirty (30) days after receipt of a Manuscript, UNL shall be free to publish the Manuscript at any time after the end of the thirty (30) days. UNL agree to remove any Sponsor Confidential Information (as defined in Article 9, or in Attachment B, as applicable) that is identified by Sponsor as Confidential Information prior to publication. Pursuant to the policies of the University and traditional academic practice, the author(s) of such publications shall retain ownership of all copyright interest thereto.

11. SPONSOR INTELLECTUAL PROPERTY. Title to any invention made solely by the Sponsor's personnel without the use of UNL administered funds or facilities ("Sponsor Invention") shall remain with the Sponsor. Title to and the right to determine the disposition of any copyrights or copyrightable material first produced or composed in the performance of the Research solely by employees of the Sponsor without the use of UNL administered funds or facilities ("Sponsor Copyright") shall remain with the Sponsor. Neither Sponsor Inventions nor Sponsor Copyrights shall be subject to the terms and conditions of this Agreement.

12. JOINT INTELLECTUAL PROPERTY.

- A. TITLE TO JOINT INVENTIONS. Inventions made jointly by employees and/or students of UNL and employees of the Sponsor in the performance of the Research or inventions made solely by employees of the Sponsor with use of UNL administered funds or facilities ("Joint Inventions") shall be jointly owned by both Parties. The Sponsor shall be notified of any Joint Invention promptly after an invention disclosure is received by UNL. UNL shall have the first right to file a patent application on a Joint Invention in the names of both Parties. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be equally shared except that if one Party declines to share in such expenses, the other Party may take over the prosecution and maintenance thereof, at its own expense, provided that title to the patent remains in the names of both Parties. It is agreed that any disputes in inventorship will be determined by a patent attorney mutually agreed upon by Sponsor and UNL.
- B. LICENSING OPTIONS. Each Party shall have the independent, unrestricted right to license to third parties any such Joint Invention without accounting to the other Party, except that the Sponsor shall be entitled to elect an exclusive license to UNL's interest in a Joint Invention as provided under Article 13.B.2 below.
- C. JOINTLY DEVELOPED COPYRIGHTABLE MATERIALS. Copyrightable materials, including computer software (but not including scholarly publications pursuant to Article 10) , developed jointly in the performance of the Research by employees and/or students of UNL and employees of the Sponsor, or copyrightable materials, including software, developed solely by employees of the Sponsor with use of UNL administered funds or facilities, shall be jointly owned by both Parties, who shall each have the independent, unrestricted right to dispose of such copyrightable materials as they deem appropriate, without any obligation of accounting to the other Party.

13. UNL INTELLECTUAL PROPERTY.



UNL Standard Research Agreement 05192016

- A. **TITLE TO INVENTIONS.** Title to any invention conceived or first reduced to practice solely by employees and/or students of UNL in the performance of the Research ("UNL Invention") shall remain with UNL. The Sponsor shall be notified of any UNL Invention promptly after a disclosure is received by UNL. UNL (i) may file a patent application at its own discretion or (ii) shall do so at the request of the Sponsor and at the Sponsor's expense.
- B. **LICENSING OPTIONS.** In the event that a patent application on a UNL Invention is filed by UNL, for each UNL Invention, UNL hereby grants the Sponsor a non-exclusive, non-transferable, royalty-free license for internal research purposes. The Sponsor shall further be entitled to elect one of the following license options by notice in writing to UNL within four (4) months after UNL's notification to the Sponsor that a patent application has been filed:
1. a non-exclusive, non-transferable, world-wide, royalty-free license without the right to sublicense (in a designated field of use, where appropriate) to the Sponsor to make, have made, use, lease, sell and import products embodying or produced through the use of such invention, provided that the Sponsor agrees to (i) demonstrate reasonable efforts to commercialize the technology in the public interest and (ii) pay all patent prosecution and maintenance costs in all countries, including the United States, in which the Sponsor is granted a non-exclusive license right under this Article; or
 2. a royalty-bearing, limited-term, exclusive license (subject to third party rights, if any) to the Sponsor, including the right to sublicense, in the United States and/or any foreign country elected by the Sponsor (subject to Article C below), to make, have made, use, lease, sell and import (in a designated field of use, where appropriate) products embodying or produced through the use of such invention, provided that the Sponsor agrees to reimburse UNL for the costs of patent prosecution and maintenance in the United States and any elected foreign country and further agrees that any products produced pursuant to this license, and that are sold in the United States, shall be substantially manufactured in the United States. This license option is subject to UNL's concurrence and the negotiation of commercially reasonable terms and conditions within three (3) months after selection of this option.
- C. **FOREIGN FILING ELECTION.** If the Sponsor elects a license under Article 13.B.1 or Article 13.B.2, the Sponsor shall notify UNL of those foreign countries in which it desires a license in sufficient time for UNL to satisfy the patent law requirements of those countries. The Sponsor will reimburse UNL for the out-of-pocket costs, including patent filing, prosecution and maintenance fees, related to those foreign filings.
- D. **CONFIDENTIALITY OF INVENTION DISCLOSURES.** The Sponsor shall retain all invention disclosures submitted to the Sponsor by UNL in confidence and use its best efforts to prevent their disclosure to third parties. The Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of the Sponsor.
- E. **COPYRIGHT OWNERSHIP AND LICENSES.** Excluding scholarly publications dealt with pursuant to Article 10 above, Title to and the right to determine the disposition of any other copyrights or copyrightable material first produced or composed in the performance of the Research solely by employees and/or students of UNL shall remain with UNL.



UNL Standard Research Agreement 05192016

1. For any copyrights or copyrightable material other than computer software and its documentation and/or informational databases required to be delivered in accordance with Attachment A, the Sponsor is hereby granted an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials for the Sponsor's internal purposes.
 2. For a period of four (4) months following UNL's notification or delivery to the Sponsor of computer software and its documentation and/or informational databases required to be delivered to the Sponsor in accordance with Attachment A, the Sponsor shall be entitled to elect a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and distribute to end users, such computer software and its documentation and/or databases for internal and/or commercial purposes. If the use of the software would infringe claims of a patent application filed pursuant to Article 13.A above, then the Sponsor will need to exercise its license rights in such patent as set forth in Article 13.B above. If such computer software is a derivative of UNL software existing prior to the start of the Research, then such license may not be royalty-free.
- F. RIGHTS IN TRP. In the event that UNL elects to establish property rights other than patents to any tangible research property (TRP), including but not limited to biological materials, developed during the course of the Research, UNL and the Sponsor will determine the disposition of rights to such property by separate agreement. UNL will, at a minimum, reserve the right to use and distribute TRP for non-commercial research purposes.
- G. LICENSE EFFECTIVE DATE. All licenses elected by the Sponsor pursuant to Sections B, E and F of this Article 13 become effective as of the date the Parties sign a subsequent license agreement.
- H. BACKGROUND INTELLECTUAL PROPERTY.
- NOTE: UNL reviews all proposed Research to determine whether there is background intellectual property created by the Principal Investigator that might be relevant to the proposed Research. If such background intellectual property is identified, UNL shall inform the Sponsor prior to the execution of this Agreement, amend this Section H of Article 13 and discuss its implications.*
- I. NUTECH VENTURES. UNL has entered into an agreement with NUtech Ventures ("NUtech"), a 501(c)(3) supporting organization of UNL, whereby upon assignment from UNL NUtech has the exclusive worldwide rights to market and commercialize any UNL patent rights, copyrights, inventions or discoveries and technology derived therefrom ("UNL IP"). NUtech is also responsible for obtaining patent or copyright protection, or otherwise protecting or disposing of UNL IP as it sees fit. UNL may assign its interest to UNL IP under this Agreement to NUtech without further approval from Sponsor.
- 14. USE OF NAMES.** Sponsor and its affiliates shall not use the name "University of Nebraska" or any variation, adaptation, or abbreviation thereof, or the name of any of UNL's trustees, officers, faculty members, students, employees, or agents, or any trademark owned by UNL, in any promotional material or other public announcement or disclosure without the prior written consent of UNL's Vice Chancellor for Business and Finance, which consent UNL may withhold in its sole discretion.



UNL Standard Research Agreement 05192016

15. REPRESENTATIONS AND WARRANTIES. UNL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE RESEARCH OR ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. Specifically, and not to limit the foregoing, UNL makes no warranty or representation (i) regarding the validity or scope of the Research or any intellectual property rights optioned or granted hereunder and (ii) that the exploitation of the Research or any intellectual property rights will not infringe any patents or other intellectual property rights of UNL or of a third party.

IN NO EVENT SHALL EITHER PARTY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING. THIS ARTICLE 13 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

INDEMNIFICATION. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program) sufficient in coverage and amount to pay and judgments or related expense from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

16. NOTICES. Any notices required to be given or which shall be given under this Agreement shall be in writing and be addressed to the Parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and shall be deemed to have been given or made as of the date received.

If to UNL: University of Nebraska - Lincoln
 Director, OSP
 151 Prem S. Paul Research Center
 2200 Vine Street
 PO Box 830861
 Lincoln, NE 68583-0861

With copy to: Mark DeKraai
 University of Nebraska Public Policy Center
 215 Centennial Mall South, Ste. 401
 Lincoln, NE 68588-0228
 mdekraai@nebraska.edu

If to Sponsor: Kim Etherton
 Director, Community Corrections



UNL Standard Research Agreement 05192016

555 S. 10th Street
Lincoln, NE 68508
ketherton@lanaster.ne.gov

With copy to: Chairperson
Lancaster County Board of County Commissioners
555 South 10th Street
Lincoln, NE 68508

- 17. ASSIGNMENT.** Neither Party shall assign this Agreement to another without the prior written consent of the other Party hereto. Any other purported assignment shall be void.
- 18. INDEPENDENT CONTRACTOR.** In the performance of all activities hereunder, (i) UNL shall be deemed to be and shall be an independent contractor, and as such, shall not be entitled to any benefits applicable to employees of the Sponsor, and (ii) neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.
- 19. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nebraska.
- 20. FORCE MAJEURE.** Neither Party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond its reasonable control.
- 21. EXPORT CONTROLS.** UNL is subject to United States laws and regulations controlling the export of goods, software and technology including technical data, laboratory prototypes and other commodities. UNL's policy is to comply with all applicable laws and regulations including the Arms Export Control Act, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and the laws and regulations implemented by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"). Diversion contrary to U.S. law is prohibited. The transfer of certain technical data, services and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the Sponsor that the Sponsor will not re-export or retransfer the data or commodities, other than prohibited information, to certain foreign countries without prior approval of the cognizant U.S. government agency. While UNL agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UNL cannot guarantee that such licenses will be granted. The Sponsor agrees to obtain permission from the U.S. government to re-transfer or re-export for any goods, software and technology that requires such authorization and will not allow any U.S.-origin goods, software or technology to be used for any purposes prohibited by United States law, including, without limitation, support for terrorism or for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.



UNL Standard Research Agreement 05192016

- 22. ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Attachments embody the entire understanding between UNL and the Sponsor for the Research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation; changes in the statement of work, period of performance or total estimated cost, shall be effective unless made in writing and signed by authorized representatives of the Parties. In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated into this Agreement, the terms of this Agreement prevail.
- 23. COUNTERPARTS.** This Agreement and any amendment hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto will be bound until all the Parties named below have duly executed a counterpart of this Agreement.
- 24. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT.** Both parties shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. Neither Party nor any of their subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.
- 25. ELECTRONIC SIGNATURES.** The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the electronic signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.
- 26. E-Verify.** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, UNL agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. UNL shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.D.A. § 1324b. UNL shall require any subcontractor to comply with the provisions of this Article.

[Signature Page Follows]



UNL Standard Research Agreement 05192016

IN WITNESS WHEREOF, the Sponsor and UNL, intending to be legally bound, have executed this Agreement as of the Effective Date by their respective duly authorized representatives.

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

SPONSOR

Signature: Jeanne Wicks

Signature: Roma Amundson

Name: Jeanne Wicks

Name: Roma Amundson

Title: Director, Sponsored Programs

Title: Chair, County Board

Date: 5/17/2019

Date: 5/21/2019

Principal Investigator's Acknowledgement:

I have read this Agreement and agree to perform my obligations as Principal Investigator under this Agreement. I will inform students and other participants performing research services of the terms and conditions of this Agreement.

Signature: Mark DeKraai

Name: Mark DeKraai

Date: 5/16/2019

ATTACHMENT A

UNL STATEMENT OF WORK

The following information outlined in this Statement of Work consists of confidential, proprietary business information and unpublished research. Unauthorized disclosure is strictly prohibited.

1. Monitor quarterly evaluation performance by comparing enrolled participants to projected targets
2. Conduct an annual analysis of disparities in participant characteristics in comparison to individuals arrested for substance use-related offenses with identification of potential system barriers for accessing drug court
3. Conduct an annual analysis examining how participant characteristics and drug court processes are related to progress made while in drug court
4. Conduct an annual outcome analysis examining graduation rates and recidivism rates and progress indicators specific to this initiative related to meeting housing and employment needs and addressing the need of participants who use opioids
5. Through surveys, interviews and focus groups with drug court participants, service providers and the drug court team, conduct an annual performance assessment to determine how well the program is working, what barriers were encountered, how barriers were addressed, lessons learned and satisfaction with drug court and service provider practices
6. Develop reports translating evaluation results into actionable quality improvement

ATTACHMENT B
ANCILLARY CONFIDENTIALITY AGREEMENT

N/A

ATTACHMENT C

BUDGET

	Year 1	Year 2	Year 3	Year 4	Total
A. Personnel	35,806	35,806	35,806	35,806	143,223
B. Fringe Benefits	-	-	-	-	-
C. Travel	-	-	-	-	-
D. Equipment	-	-	-	-	-
E. Supplies	-	-	-	-	-
F. Contractual	-	-	-	-	-
G. Construction	-	-	-	-	-
H. Other					
Communications	247	247	247	247	986
<i>Other Subtotal</i>	247	247	247	247	986
I. Total Direct Costs	36,052	36,052	36,052	36,052	144,209
Total Modified Direct Costs	34,414	34,414	34,414	34,414	137,657
J. Indirect Costs (F&A @ 26%)	8,948	8,948	8,948	8,948	35,791
K. TOTAL COSTS	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 180,000

PPC Services (personnel costs) will be charged through the University of Nebraska Public Policy Center's (PPC) authorized recharge service center at the PPC's UNL approved hourly rates for each individual who works on the project. PPC Services rates are calculated and charged to the project at established break-even hourly rates for the actual number of billable hours recorded by project personnel. Grants are billed at the actual approved hourly rates for each individual, at the time services are rendered.

Communications costs of \$392 per year are budgeted for project copying/printing to cover development, piloting/proofing, and final printing costs for the evaluation and any conference calling with project partners for evaluation and data collection.

University of Nebraska-Lincoln **Facilities & Administrative Costs (F&A)** are charged against modified direct costs at the rate of 26% for this project and include all direct costs except the project's portion of off-campus office rent (estimated at \$2,155 per year).

PPC reserves the right to reallocate costs between budget line items (not to exceed the agreed upon total project budget) at the discretion of the PPC project manager, as long as the re-budgeting is consistent with the goals of the project.

Certificate Of Completion

Envelope Id: 1399A42776D84B5B9027BF2199B8018C Status: Completed
 Subject: Please DocuSign: LCDC19 Standard Research Agmt UNL 051916__county redline 5.8.19 DC.pdf
 Source Envelope:
 Document Pages: 13 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 0 David Clausen
 AutoNav: Enabled 1400 R St.
 Envelope Stamping: Enabled Lincoln, NE 68588
 Time Zone: (UTC-06:00) Central Time (US & Canada) dclausen2@unl.edu
 IP Address: 129.93.64.100

Record Tracking

Status: Original Holder: David Clausen Location: DocuSign
 5/8/2019 2:48:42 PM dclausen2@unl.edu

Signer Events

Signature	Timestamp
Mark Dekraai mdekraai2@unl.edu Security Level: Email, Account Authentication (Optional) Signature Adoption: Pre-selected Style Using IP Address: 129.93.238.208	Sent: 5/8/2019 2:50:44 PM Resent: 5/16/2019 4:55:54 PM Viewed: 5/16/2019 4:56:38 PM Signed: 5/16/2019 4:59:28 PM

Electronic Record and Signature Disclosure:

Accepted: 5/16/2019 4:56:38 PM
 ID: 9e832938-7a27-43d7-b1b6-af627878d71d

Jeanne Wicks jwicks2@unl.edu UNL OSP Director University of Nebraska - Lincoln Security Level: Email, Account Authentication (Optional)	Sent: 5/16/2019 4:59:29 PM Viewed: 5/17/2019 6:13:29 AM Signed: 5/17/2019 6:13:47 AM
---	--

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roma Amundson ramundson@lancaster.ne.gov Security Level: Email, Account Authentication (Optional)	Sent: 5/17/2019 6:13:49 AM Resent: 5/17/2019 10:02:03 AM Viewed: 5/21/2019 9:57:30 AM Signed: 5/21/2019 9:58:14 AM
---	---

Electronic Record and Signature Disclosure:

Accepted: 5/21/2019 9:57:30 AM
 ID: 4383eb89-a4b5-42cc-82e3-c16502585a7d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
<p>Kim Etherton ketherton@lancaster.ne.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/21/2019 9:58:16 AM
<p>Jennifer Heetderks jheetderks2@unl.edu Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/21/2019 9:58:16 AM
<p>David A. Derbin DDerbin@lancaster.ne.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 5/17/2019 9:29:18 AM ID: 5fc224da-88a2-4fb4-a11f-401b6434ecc6</p>	COPIED	Sent: 5/21/2019 9:58:17 AM Viewed: 5/21/2019 9:59:14 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2019 9:58:17 AM
Certified Delivered	Security Checked	5/21/2019 9:58:17 AM
Signing Complete	Security Checked	5/21/2019 9:58:17 AM
Completed	Security Checked	5/21/2019 9:58:17 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: todd.jensen@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at todd.jensen@unl.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to todd.jensen@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to todd.jensen@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.