

To: Contract & Grants Officers

Subject: Master Agreement with RTI International

The University has negotiated a master agreement with RTI International (formerly Research Triangle Institute), a non-profit contract research organization. This master agreement should streamline the post-award review, negotiation, and acceptance process in lieu of RTI's previous practice of negotiating several contracts each year with UC campuses.

The master agreement been posted to the UC Systemwide Master Agreements Operational Tool (patron.ucop.edu/staff_ev/Systemwide_Masters.html); access to Operational Tools is password-protected and is limited only to authorized users (<http://www.ucop.edu/ott/confidentialagree.html>).

Please note that the master agreement addresses only the terms specific to RTI. However, RTI receives contracts from the federal government, state entities, and the private sector, and any particular subcontract may contain different or additional provisions as imposed by the prime sponsor. We were unable to negotiate terms by prime sponsor type under the master agreement because the details are specific to each project and each prime contract. As such, additional terms imposed by the prime sponsor must be reviewed separately by your campus.

Proposal Stage

RTI requests for proposals (RFPs) are directed broadly at for-profit and non-profit subcontractors and are not necessarily tailored for university subcontractors. As a result, an RFP may contain prime contract terms that are inappropriate for a university subcontractor. It is essential that campuses perform a thorough RFP review and request changes to prime contract terms as necessary. For example, for subcontracts in which the prime sponsor is the U.S. Government, RTI has agreed, upon UC's request, to seek approval for applicable federal terms governing intellectual property for educational institutions. When possible, requests for changes to prime terms should be made at the proposal stage to allow RTI time to make requests to the prime sponsor.

Award and Post-Award Terms to Note

The Master Agreement terms should be read carefully as they apply to all task orders, except as specified in a particular task order. Please make sure your department and PI know the obligations of both documents. In particular, below are some terms that may require the attention of C&G officers, departments, and principle investigators:

- In accordance with Article 5.G., RTI may occasionally incorporate task order specific terms when necessary to comply with RTI's agreement with the prime sponsor. RTI has agreed to clearly state all task order specific terms in full, and to reference any provisions of the master agreement that are being superseded by the task order when feasible. Such task order specific terms, including intellectual property terms, must be carefully reviewed prior to accepting the award. If there is any ambiguity, please do not hesitate to contact RTI for clarification,

particularly since task orders take precedence over the master agreement. Campuses may execute task orders under the master agreement, including those that modify the pre-determined master agreement terms as described above, but any changes to the master agreement itself will need to be made through UCOP. RTI retains the right to “accept” deliverables. However, this right is tempered by Article 19: “The ‘reasonableness’ standard to be used by RTI in determining satisfaction/acceptance of required work, supplies, or services shall not extend beyond the performance of the Work as set forth in an individual Task Order’s Scope of Work and any other obligations included in this Agreement or in an individual Task Order.”

- RTI must pre-approve Consultants and Subcontractors, unless these were included in the proposal approved by RTI.
- The termination clauses are not ideal, especially the University’s rights to terminate for convenience. Should a campus need to terminate a task order, it is advised that: 1) you plan your notification such that you can cover as many uncancelable obligations as possible prior to the final termination date. For instance, you should issue all lay-off and other required notices before your required 30 days notice to RTI; and 2) if at all possible, you should have RTI terminate for convenience so that “non cancelable obligation” are unambiguously covered. For example, RTI has stated that if key personnel cannot be replaced, RTI would terminate us for convenience.
- Invoicing details should generally be consistent with the University’s standard budget categories (Salaries, Fringe Benefits, Supplies and Expenses, Travel, Subcontracts, Consultants, Equipment, Indirect Costs and any other items or details deemed necessary by an individual Task Order). Specific invoicing instructions are in Appendix C of the Master Agreement.

Roles and Contact Information

- “Recipient” means The Regents of the University of California campus/location, whose Cost and Technical Proposal has been accepted by RTI and who is funded by RTI to perform work under a duly issued Task Order.
- “Recipient Contractual Representative” generally means the campus C&G officer(s), i.e., the individual(s) who have delegated authority to sign and monitor compliance with the terms and conditions applicable under an individual Task Order issued to Recipient pursuant to the Master Agreement.
- “Subcontractor” means The Regents of the University of California. This term is generally used when addressing UC-wide responsibilities. **Lourdes DeMattos** has been designated as the UC “Subcontractor Contractual Personnel,” that is, the general administration person(s) who has contractual authority over the Master Agreement.
- The “RTI Subcontract Administrator” with contractual authority over the Master Agreement is **Blake Upton**, whose contact information has listed on page 6 of the Master Agreement.

Contacts:

Non IP-related questions:
Lourdes DeMattos
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(510) 987-9850

IP-related questions:
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(510) 987-0348

A handwritten signature in black ink, reading "Wendy D Streit". The signature is fluid and cursive, with the first and last names being more prominent than the middle initial.

Wendy D. Streit
Executive Director
Research Policy Analysis and Coordination