

## PENN-CHOP TRAINEES AGREEMENT

This Agreement is made as of the 1<sup>st</sup> day of July 2017 (the "Effective Date") by and between the University of Pennsylvania ("University") and The Children's Hospital of Philadelphia ("CHOP").

The University and CHOP are committed to training Ph.D.'s and M.D.'s in biomedical research; and they share a mutual interest in providing a supportive environment for research training; The University and CHOP recognize the importance of assisting each other in fulfilling their obligations to training grant sponsors and the award terms and conditions; and they wish to clarify their respective responsibilities for certain policy, management and financial matters with respect to certain trainees;

Therefore, the University and CHOP agree as follows:

1. This paragraph applies to the research activities of medical fellows (i) who are participating in a University-sponsored (subspecialty) fellowship program and (ii) for whom CHOP will provide some or all of their support, typically through a DHHS and other training grants or fellowships held by CHOP ("University Medical Fellows"). University Medical Fellows are subject to all policies of the University. In addition, as to any research activities that University Medical Fellows conduct at CHOP, they are also subject to applicable CHOP policies. University Medical Fellows will receive their stipend and health insurance benefit up to maximum permitted by sponsor, from the University. In accordance with paragraphs 5 and 6, CHOP will advise the University of the amount of external support that CHOP receives for each University Medical Fellow, the University will invoice CHOP for such amounts, and CHOP will pay such invoices.
2. This paragraph applies to the research activities of medical fellows (i) who are participating in a CHOP-sponsored (subspecialty) fellowship program and (ii) for whom the University will provide some or all of their support, typically through a DHHS and other training grants or fellowships held by the University ("CHOP Medical Fellows"). CHOP Medical Fellows are subject to all policies of CHOP. In addition, as to any research activities that CHOP Medical Fellows conduct at the University, they are also subject to applicable University policies. CHOP Medical Fellows will receive their stipend and health insurance benefit up to the maximum permitted by sponsor, from CHOP. In accordance with paragraphs 5 and 6, the University will advise CHOP of the amount of external support that the University receives for each CHOP Medical Fellow, CHOP will invoice the University for such amounts and the University will pay such invoices.
3. This paragraph applies to post-doctoral trainees on a DHHS and other training grants or fellowships, who are conducting research with a mentor based at the university ("University Postdocs"). University Postdocs are subject to all policies of the University. In addition, as to any research activities that University Pre and Postdocs conduct at CHOP, University Postdocs are also subject to applicable CHOP policies. University Postdocs will receive their stipend and health insurance benefit up to maximum permitted by sponsor, from university. Where CHOP provides some or all of the support for University Postdocs, then, in accordance with

paragraphs 5 and 6, CHOP will advise the University of the amount of external support available for each University Postdoc, the University will invoice CHOP for such amounts and CHOP will pay such invoices.

4. This paragraph applies to postdoctoral trainees on a DHHS and other training grants or fellowships, who are conducting research with a mentor based at CHOP ("CHOP Postdocs"). CHOP Postdocs are subject to all policies of CHOP. In addition, as to any research activities that CHOP Postdocs conduct at the University, CHOP Postdocs are also subject to applicable University policies. CHOP Postdocs will receive their stipend and health insurance benefit up to a maximum permitted by sponsor, from CHOP. Where the University provides some or all of the support for CHOP Postdocs, then, in accordance with paragraphs 5 and 6, the University will advise CHOP of the amount of external support available for each CHOP Post-Doc, CHOP will invoice the University for such amounts and the University will pay such invoices.
5. In circumstances covered by paragraph 1 through 4, in which a party is to provide information about external support, such information (which supplements the informal discussions between mentors, program heads, training grant PI's and administrators through which the arrangements for support are negotiated) will include the following information:

Entity holding the award will provide

- a. To initiate an arrangement for a new trainee, the following will be provided:

A Statement of Appointment or appointment letter from PI (template attached)

Total amount of stipend support. Minimum salary guidelines for graduate students and postdocs are set at an institutional level at Penn and all trainees would need to be compensated the same.

Statement as to amount of dollars available to support benefit costs

Proposed dates of appointment (funding cycle)

Contacts and process for accessing travel, tuition and other support funds

Payback agreement requirements,

Institutional requirements for certified effort reports

Outline of the re-appointment process and indicate timeline associated with it

- b. Payback agreement and appointment forms will need to be completed and signed within 30 days of the start of the postdoc's appointment.
- c. When terminating a trainee from a source of support, the following will be provided:
  - Advance notice of preferably 60 days to mentor, trainee and institutional contact
  - Copy of termination form
  - Copy of payback agreement (if applicable)

6. In circumstances covered by paragraph 1 through 4, in which a party is to invoice the other, such invoices may be issued as frequently as monthly but not less frequently than quarterly and should be consistent with sponsor guidelines including, where applicable, NIH NRSA guidelines regarding non-employee status and health insurance. The monthly/quarterly invoice will include stipend amount, as well as the amount of health insurance that the grant has

allocated for the fellow/postdoc. The last invoice will be due within 30 days of the termination of the fellow. The recommendation of both institutions is that this should be managed via a Purchase Order mechanism. Original invoices should be sent to the department managing the funding source. Copies of invoices may also be sent to the following contact persons:

School of Medicine contact:

Nam Narain  
Director of Financial Operations  
Office of the Executive Vice Dean and Chief Scientific Officer  
School of Medicine  
417 Anat-Chem, 3620 Hamilton Walk, Philadelphia, PA 19104-6110

Marianne Achenbach  
Executive Director  
Office of Research Support Services, School of Medicine  
328 Anat-Chem  
3620 Hamilton Walk, Philadelphia, PA 19104-6110

CHOP contact:

Steve Wiley  
Senior Director  
Research Finance  
Abramson Research Center  
3615 Civic Center Blvd.  
Philadelphia, PA 19104

7. This paragraph applies to the research activities of graduate students in a doctorate-granting program of the University, who are conducting dissertation research with a dissertation advisor (mentor) based at CHOP ("University Graduate Students"). University Graduate Students are subject to all policies of the University. In addition, as to any research activities that University Graduate Students conduct at CHOP, University Graduate Students are also subject to applicable CHOP policies. All University Graduate Students will receive their stipend and health insurance via the University. In instances where a graduate student conducts doctoral research with a CHOP-based mentor and where CHOP is the source for some or all of the support of said student, then, in accordance with paragraphs 5 and 6, CHOP will advise the University of the amount of external support available to support each University Graduate Student, the University will invoice CHOP for such amounts and CHOP will pay such invoices.
8. Process and time line for billing CHOP for graduate students: CHOP is invoiced three times in the calendar year, for mentor related costs, for PhD, MD-PhD and VMD-PhD students. Invoicing for Spring (Jan-June), Summer (July-Aug) and Fall (Sept-Dec). The invoice is sent to Lucy Arrison, Assistant Director, CHOP Research Finance. The Assistant Director coordinates the dissemination of these invoices within CHOP. A summary table of expenses for each of the billing periods is generated by BGS Finance Office and sent three times a year. This is then reviewed by individual business offices at CHOP and once outstanding issues have been settled, the BGS Finance Office generates invoices for each of the graduate students. This is done towards the end of each semester to capture a majority of funding

changes. Occasionally student support changes later, and then this is adjusted in the next semester, with credits/debits to Penn and/or CHOP as needed.

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Director of Financial Operations  
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Steve Wiley  
Senior Director  
Research Finance  
Abramson Research Center  
3615 Civic Center Blvd.  
Philadelphia, PA 19104

9. Problems related to these issues will be adjudicated by the following individuals:

University contact:

Elizabeth Peloso, Associate Vice President/Associate Vice Provost, Research Services  
University of Pennsylvania  
STE P-221 FB/6205 Franklin Bldg Annex


CHOP contact:


Michelle Lewis, Vice President,  
Research Operation and Administration  
Children's Hospital of Philadelphia  
Abramson Research Center  
3615 Civic Center Blvd.  
Philadelphia, PA 19104

10. While the parties intend that this Agreement shall define their relationship, rights and obligations with respect to the categories of trainees described, it is understood and acknowledged that unforeseen circumstances may arise that are not specifically or clearly addressed in this Agreement. Accordingly, the University and CHOP each agrees that in the event of such circumstances it shall cooperate in good faith and with candor and commitment to accommodate the principles and spirit of this Agreement.
11. The parties agree that the trainee support provided by both institutions is not subject to the standard subcontract and sub-recipient monitoring as there is no required matching or cost sharing at either institution. However, the parties agree that when financial support of the pre-doctoral students, medical or postdoctoral fellows is provided by federal training grants, the awardee institution can, upon request, audit the records of the other party to the extent necessary to ensure that the requirements of the federal award are being met.

12. Nothing in this agreement shall be construed to modify, limit or supersede in any way the principles for determining the ownership of intellectual property as defined in the "Intellectual Property Agreement between the University of Pennsylvania and The Children's Hospital of Philadelphia" dated December 12, 1994 as amended from time to time. Penn graduate students and post docs sign a participation agreement, available at this website <http://www.upenn.edu/researchservices/pdfs/Intellectual%20Property.%20PARTICIPATION%20AGREEMENT.v2010.pdf>

The term of this Agreement shall be seven years from the Effective Date ("Initial Term"). The Agreement shall thereafter continue in effect from year to year ("Renewal Terms"). This agreement could be amended from time to time based on institutional requirements. This Agreement may be terminated by either party at the end of the Initial Term or any Renewal Term, provided that the non-renewing party provides the other party with at least three months' written notice of its intent to terminate.

  
Michelle A. Lewis  
The Children's Hospital of Philadelphia

  
Elizabeth Peloso  
University of Pennsylvania