

N° 300-2013-MINEDU
RESEARCH SERVICE AGREEMENT
SRA# SRA14-076

Date: August 2, 2013

between

McMaster University
1280 Main Street West
Hamilton, Ontario L8S 4K1
hereinafter referred to as "the University", and

THE MINISTRY OF EDUCATION OF PERU

IN THE MATTER OF the Research Project entitled: "Implementation of the Early Development Instrument (EDI) in a pilot study in Peru in two (2) cities for approximately 1,000 children in 2013 (the 'Study')", the University shall use reasonable efforts to perform the work described herein, and THE MINISTRY OF EDUCATION OF PERU shall pay the price of the said work as stipulated under the "Price of Work" provision. Both parties agree to the terms and conditions as set out in this Agreement. The University delegates management of this Agreement to the Vice-President (Research) or his/her designate; any amendment to its terms must be authorized by the Vice-President (Research) or his/her designate in writing. The Principal Investigator will have supervision of the work, and will have authority to approve expenditures under this Agreement.

WHEREAS THE MINISTRY OF EDUCATION OF PERU and McMaster have entered into a Licence Agreement dated August 2, 2013 for the McMaster Technology referred to by McMaster as the "Early Development Instrument (EDI)" and which forms part of this agreement and attached hereto as Appendix B.

THE MINISTRY OF EDUCATION OF PERU

Sra. Emma Patricia Salas O'Brien, Education Minister
Calle Del Comercio N° 193 – San Borja
Teléfono: (051) 6155800

MCMASTER PRINCIPAL INVESTIGATOR:

Dr. Magdalena Janus, Associate Professor
Offord Centre for Child Studies (OCCS)
Telephone: (905) 525-9140, ext. 77616
Fax: (905) 574-6665

PLAN OF WORK: The Research Project is described in Appendix A which forms part of this Agreement.



PRICE OF WORK: The maximum price for the Research Project is \$15,110.31 as described in Appendix A which forms part of this Agreement unless otherwise agreed to in writing. This amount is based on and approximately 1,000 children. Amounts will be adjusted according to the actual number of children.

METHOD OF PAYMENT: THE MINISTRY OF EDUCATION OF PERU will pay as follows upon receipt of detailed invoices, net 30 days: 50% of the total (\$ 7 555.155) upon signing of this Agreement and the balance of \$ 7 555.155 CDN upon completion and receipt of the scored data file and technical report as outlined in Appendix A.

Cheques will be made payable to "McMaster University" and forwarded to:

Ms. Cindy Walsh, Project Coordinator
Offord Centre for Child Studies
McMaster University
Chedoke Division
Patterson Building, Rm. 215
1280 Main St. W.
Hamilton, Ontario
L8S 4K1

If paying by wire transfer funds shall be transferred into "McMaster University" bank account as detailed below:

Bank: Canadian Imperial Bank of Commerce
Address: 1015 King Street West, Hamilton, Ontario, Canada L8S 1L3
Bank No: 010
Branch No: 00562
Account 00-01007 (Canadian Account)
No:
Swift Code: CIBCCATT
Purpose: Research Services provided by Dr. M. Janus

Please include in 'REMARKS':

Licence Agreement for EDI (Attention Cindy Walsh ext.74377)

Tech ID 07-066

L/O #:

An additional \$45 will be charge for wire transfer fee.

DURATION OF WORK: The work described herein shall commence on August 2, 2013 end on December 5, 2013 subject to delays beyond the control of the University.



GENERAL CONDITIONS

1. TECHNOLOGY RIGHTS: The parties acknowledge that this Research Project is based on the use of existing intellectual property owned by the university. The parties agree that any new intellectual property created or discovered using the EDI instrument or as a result of this Research Project shall be owned by the University. Nothing herein should be construed as transferring any ownership rights to such existing intellectual property which the original owner thereof will continue to own.

2. USE OF DATA: The use of the data generated under this project shall be governed and in accordance with Section 3 of the Licence Agreement between THE MINISTRY OF EDUCATION OF PERU, Ministry of Education, Peru and McMaster University attached hereto as Appendix B.

3. PUBLICATION: The University shall not be restricted from making any publications, including presenting at conferences, symposia or professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, the methods and the results of the Research Project.

4. PUBLICITY: THE MINISTRY OF EDUCATION OF PERU agrees that it will not employ the name of the University or any of its Departments, faculty or employees, in connection with the promotion or advertisement of the results of the Research Project, without the prior written consent of the University.

5. WARRANTY: The University makes no warranties, express or implied, as to any matter whatsoever including, without limitation, the condition of the work or any invention(s), result(s), or product(s), whether tangible or intangible, conceived, discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the work described herein any such invention or product. The University shall not be liable for any direct, consequential, or other damages suffered by THE MINISTRY OF EDUCATION OF PERU or any others resulting from the use of the results of the Research Project or any such invention or product.

6. INDEMNIFICATION: THE MINISTRY OF EDUCATION OF PERU will indemnify, defend and hold harmless the University from and against all claims, losses, suits, damages or liability of any kind made, sustained or brought against the University arising out of or in any way in connection with any injury, loss or damage arising from the use or omission to use by THE MINISTRY OF EDUCATION OF PERU, its servants, agents, employees, or independent contractors of such advice, technology, materials, or similar recommendations or data issued by the University as a result of the Research Project.

7. TERMINATION: Except as provided herein, this Agreement will be completed when the scored data are received by THE MINISTRY OF EDUCATION OF PERU. Either party may terminate this Agreement on thirty (30) days notice in writing to the other party. Where either party terminates this Agreement, THE MINISTRY OF EDUCATION OF PERU will pay to the University the reasonable cost of performing any of the work that has been performed up to the date of termination and any other costs directly resulting from such termination including obligations under the Ontario Employment Standards Act.

LAWS: This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.



9. **ASSIGNMENT:** Neither Party may transfer its interest or any part hereof under this Agreement to any affiliate or designate and cause any affiliate to perform all or part of its obligations under this Agreement without the written consent of the other Party. In the event of any such transfer, the transferee affiliate or designate shall assume and be bound by the provisions of this Agreement and its performance under this Agreement shall be guaranteed by THE MINISTRY OF EDUCATION OF PERU.

10. **AMENDMENT:** This Agreement constitutes the entire Agreement and understanding between the parties concerning the subject matter hereof and may not be modified or amended except by written agreement of both parties hereto.

11. **ENFORCEMENT:** If any provision(s) of this Agreement become invalid, or ruled illegal or unenforceable by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the term thereof, the remainder of this Agreement shall not be affected thereby.

12. **INDEPENDENT CONTRACTOR:** This Agreement is a contract for the performance of a service and the University is engaged as an independent contractor; neither the University, nor its agents or employees, is engaged as employee or agent of THE MINISTRY OF EDUCATION OF PERU, nor is there any partnership or joint venture relationship created thereby.

13. **BINDING:** This Agreement shall ensure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

14. **SUPERSEDES:** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements relating to the subject matter.

15. **SURVIVAL OF TERMS and CONDITIONS:** In addition to those provisions surviving by operation of law, sections "Technology Rights", "Publication", "Publicity" and "Indemnification" shall survive the termination of this Agreement for any reason.

The undersigned agree to all the terms and conditions herein.

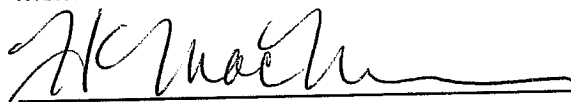
For the **UNIVERSITY:**

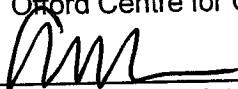
August 19, 2013
Date

Aug 9/13.
Date

Date


for Elsie Quait-Randall
Executive Director
McMaster Industrial Liaison Office


Dr. Harriet MacMillan
Director, Offord Centre for Child Studies


Dr. Steve Collins, Associate Dean, Research
Faculty of Health Sciences



ACKNOWLEDGEMENT:

I, the Principal Investigator, having read this Agreement, hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all university participants are informed of their obligations under such terms and conditions.

8 August 2013
Date

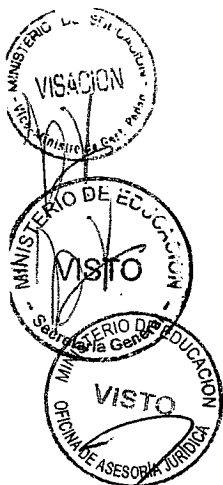
M. Janus
Dr. Magdalena Janus, Associate Professor
Offord Centre for Child Studies

For the MINISTRY OF EDUCATION OF PERU

Date
Name and Title



EP
Sra. Emma Patricia Salas O'Brien,
Education Minister



Appendix A

Research Project Description

BETWEEN:

THE MINISTRY OF EDUCATION OF PERU

and

**McMaster University
Offord Centre for Child Studies (OCCS)**

Date: August 2, 2013

The Early Development Instrument (EDI) was developed by Drs. Magdalena Janus and Dan Offord at the Offord Centre for Child Studies (OCCS). The instrument is an outcome measure of children's developmental health at school entry in five domains: physical health and well-being; social competence; emotional maturity; language and cognitive development; and communication skills and general knowledge.

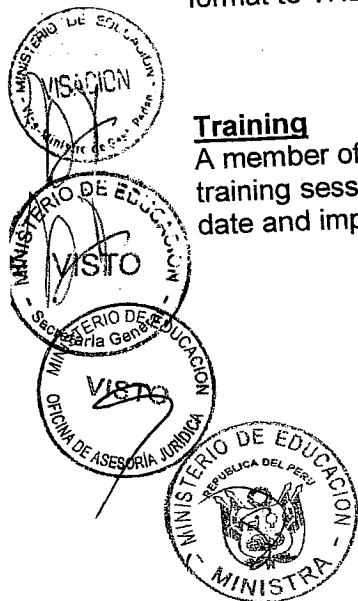
The OCCS and McMaster University own all right, title and interest in the copyright and all other intellectual property rights in the EDI. The OCCS is the international repository for EDI data. All data are stored at the OCCS so that national and international norms can be monitored. All data collection using the EDI is carried out under the direction of the staff at the Centre, within precise guidelines which have been established by the authors (Offord and Janus) at the Centre. A licensing agreement will be signed between the two parties regarding the use of the EDI.

Deliverables:

The OCCS will make the EDI available to THE MINISTRY OF EDUCATION OF PERU for use in a pilot study in Peru in two (2) cities for approximately 1,000 children in 2013. OCCS will provide consultation around adaptation, training, and implementation of the EDI, interpretation of results including creation of a database for data entry, cleanup of data, scoring and technical report. When data have been scored, OCCS will provide an electronic scored data file in the preferred format to THE MINISTRY OF EDUCATION OF PERU.

Training

A member of The Offord Centre for Child Studies (OCCS) Early Development team will attend a training session for representatives from Peru. A background on the EDI, some of the results to date and implementation of the EDI and training for teachers will be covered in this session.



Cost of Services

EDI Licence Fee	\$ 200
Consultation on final approval of the adaptation, set-up and preparation of training, assistance in pilot study set-up	\$ 2,250
Database creation (in SPSS)	\$ 800
Training session by OCCS staff (per diem (4 x USD 227.00 = USD 908.00) and transportation costs (4 x USD 38.00 = USD 152.00) included). Exchange rate to July 2013: 1.046	\$ 5,250.02
Travel for training (USD 2267.46), Exchange rate to July 2013: 1.046	\$ 2,371.76
Scoring of pilot study data (1,000 children)	\$1,250
Integrative report with previous EDI data collected	\$2,000
Sub-total	\$14,121.78
Administrative costs (7%)	\$ 988.52
Total	\$15,110.31

All funds to be paid in Canadian dollars.

