**POLICY**

Upstate Carolina NCORP (UC-NCORP) will establish consortium and contractual agreements to support the research project.

**1. Background**

A consortium agreement is defined as the following. It is an agreement with another institution to support the NCORP research program in which any programmatic activity is carried out through a collaborative arrangement between or among the grantee institution and one or more other institutions or organizations which are separate legal entities, administratively independent of the grantee. The involvement of the non‐ grantee (collaborating) institution is that of actually performing a portion of the programmatic activity as opposed to simply providing a routine service to the grantee such as equipment fabrication or

repair, data processing, or performing routine analytical testing services

When in‐house expertise required for a UC-NCORP project does not exist, the UC-NCORP may have the need to enter into a consortium agreement or other contractual relationship(s) with another entity or entities in regard to scientific/research matters or otherwise. The policy and process for identifying need for such relationships (and the negotiation and execution thereof) are as follows:

**2. Identification of Need and Responsible Officer**

Responsibility of selection of a consortium partner depends on the area of specialty involved. For scientific/research activities, the UC-NCORP Principle Investigators shall identify possible entities and make the selection based on the qualifications of such entity. The Vice President of Oncology Support Services shall be responsible for negotiating consortium agreements in all other matters.

**3. Terms and Conditions**

All UC-NCORP consortium agreements shall be in writing, and shall, at a minimum, include the following terms and conditions:

a. Describe the activity to be performed by the respective parties

b. Set the start and finish dates, including milestones as applicable

c. Amount of payment due and related schedule for submission of payment voucher

d. Require that the consortium certifies compliance with all federal regulations, policies, assurances and requirements pertinent to the project

e. Terms from the awarding agency that are pertinent to the consortium

f. Due date for progress report

**4. Legal Counsel**

In the event that legal counsel is required to negotiate any applicable consortium agreement terms, approval of the Vice President of Oncology Support Services or any other Officer engages the assistance of counsel.

**5. Review and Payment**

The principal investigator at the UC-NCORP shall be responsible for reviewing the progress reports and the detailed payment invoices from the consortium. After review and approval of the report and invoice, the documents shall be sent to the Grants Manager for payment. Any discrepancies or problems identified by the principal investigator and/or administrator shall be immediately reported to the Vice President of Oncology Support Services.

**6. Final Authority**

All consortium agreements or other similar contracts must be signed by the Spartanburg Regional Healthcare System (SRHS) President/CEO or the designated SRHS official in order to commit the UC-NCORP. The contract must be countersigned by an authorized business official of the selected entity (affiliate).

**REFERENCES: Office of Grants Management, New Organization Information Package, July 15, 2019**

**ASSOCIATED FORMS: N/A**

**COMMITTEE APPROVAL:**

Policy and Procedure Committee