

Appendix T: Sample MOU for Associate Dean of Research

SERVICES AGREEMENT

([Insert Title] of Research)

This SERVICES AGREEMENT (this "Agreement") is entered into effective as of [Insert Date] ("Effective Date") by and between The [Insert School of Medicine], a [Insert State] benevolent corporation created by special act of the [Insert State] general assembly, on behalf of its [Insert School of Medicine],, Department of [Insert Department] ("[Insert School of Medicine]") and [Insert School of Nursing].

RECITALS:

WHEREAS, [Insert School of Medicine] employs on a full-time basis, [Insert Name], a faculty member in the Division of [Insert Division], Department of Internal Medicine-Nutritional Science ("Physician"), duly licensed as a physician in the State of [Insert State];

WHEREAS, COLLEGE is in need of a qualified faculty member who is knowledgeable in research administration and mentoring junior researchers to be its [Insert Title] and has determined that Physician possesses the qualities and credentials it desires for such position;

WHEREAS, PHYSICIAN has indicated his willingness to serve in such role and [Insert School of Medicine] has agreed to make [Insert Name] available to serve in such role;

WHEREAS, COLLEGE desires to lease PHYSICIAN from [Insert School of Medicine], and [Insert School of Medicine] is willing to lease PHYSICIAN to COLLEGE to serve in such capacity on the terms and conditions outlined herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged [Insert School of Medicine] and COLLEGE agree as follows:

1. [Insert School of Medicine]'S OBLIGATIONS.

Services. [Insert School of Medicine] will make PHYSICIAN available to COLLEGE for [Insert Percentage] % of his full-time working effort, provided that PHYSICIAN shall have the right to [Insert School of Medicine] holidays, sick leave, vacation and other leave, a pro rata portion of which shall be considered time during PHYSICIAN provides the services (as hereinafter defined). A more complete description of the duties and responsibilities associated with this position is set forth in Exhibit A, attached hereto and incorporated herein for reference (the "Services"). [Insert School of Medicine] or PHYSICIAN will notify COLLEGE at least [Insert Number] weeks in advance of the start of any specific work week if the PHYSICIAN will be on vacation or otherwise on leave.

Applicable Standards. [Insert School of Medicine] agrees that PHYSICIAN shall provide all services in accordance with (i) currently approved methods and practices of the [Insert State] State Board of

Healing Arts and any other appropriate board; (ii) the ethical and professional standards of the [Insert State] State Board of Healing Arts; (iii) all applicable state and federal laws and regulations; (iv) professional standards prevailing in the community at the time such services are rendered; and (v) policies, rules, regulations and/or other related competencies that may be required by COLLEGE. [Insert School of Medicine] further agrees that, at all times during the term of this Agreement, PHYSICIAN shall: hold a valid and unlimited license to practice medicine in the State of [Insert State] and have never had such license in any state suspended or revoked; have never been reprimanded, sanctioned or disciplined by any licensing board or state or local medical board; are certified by the [Insert State] State Board of Healing Arts.

2. COMPENSATION.

In sole and complete consideration of the Services, COLLEGE shall pay to [Insert School of Medicine] compensation as described below, which shall be prorated for any partial year in which this Agreement is in effect.

COLLEGE shall reimburse [Insert School of Medicine] for [Insert Percentage] % of the salary and benefit costs (based on benefits actually allocated to PHYSICIAN) of PHYSICIAN ("Compensation"), which for the Initial Term (as hereinafter defined) of this Agreement shall be [Insert Dollar amount] ("Compensation"), plus [Insert School of Medicine]'s [Insert Percentage] % administrative fee.

Following the Initial Term of this Agreement, Compensation shall increase no more than once per [Insert Number] month period and shall be limited to a percentage equal to the average of the budgeted merit increase/salary adjustment of [Insert School of Medicine] and COLLEGE for the most recent fiscal and calendar years respectively.

PHYSICIAN shall remain an employee of [Insert School of Medicine], and [Insert School of Medicine] shall be responsible to PHYSICIAN for the payment of wages and salaries, additional compensation, withholding of federal, state and local taxes, payroll taxes, and unemployment insurance.

3. TERM AND TERMINATION.

Term. This Agreement shall commence on the Effective Date and shall continue until [Insert Date] (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional [Insert Number]-year terms under the same terms and conditions then in effect unless the Agreement is terminated as provided herein.

Termination.

Termination without cause. Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least [Insert Number] days prior written notice.

Termination with cause. Either party may immediately terminate this agreement for Cause (as hereinafter defined) upon written notice to the other party. "Cause" means (i) the suspension, revocation, condition, limitation, qualification or other material restriction on PHYSICIAN's license, certification; (ii) an indictment, arrest or conviction for a felony, or for any criminal charge of PHYSICIAN; (iii) a sanction imposed by any governmental agency or authority, including Medicare or

Medicaid; or (iv) either party's material breach of the terms of this Agreement which is not cured to the reasonable satisfaction of the non-breaching party within [Insert Number] days following written notice describing such breach.

Automatic Termination. This Agreement shall automatically terminate upon: (i) PHYSICIAN's death; or (ii) the termination or expiration of PHYSICIAN's employment relationship with [Insert School of Medicine] for any reason.

Effect of termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement.

4. INDEPENDENT CONTRACTORS.

For purposes of this Agreement, COLLEGE and [Insert School of Medicine] are independent contractors and this Agreement shall not constitute the formation of a partnership, joint venture, employment, principal/agent or master/servant relationship between COLLEGE and [Insert School of Medicine]. The parties further agree that PHYSICIAN and any other employees or agents of [Insert School of Medicine] shall not be entitled to any sick leave, vacation pay, retirement, social security, disability, health and unemployment benefits, or any other benefits of an employee of COLLEGE.

5. INSURANCE AND INDEMNIFICATION

Each party shall purchase and maintain the insurance coverages set forth below, through a company or companies lawfully authorized to do business in the State of [Insert State] or through a funded self-insurance program, for claims arising out of or resulting from a party's performance under this Agreement and for which such party may be legally liable, whether performed by the party or by anyone employed by the party. It is expressly agreed and understood each party shall purchase and maintain the insurances coverages set forth below. If such insurance is on a claims-made basis and if such insurance is canceled or terminated for any reason, an extended reporting endorsement shall be purchased applicable to all claims arising during the term of this Agreement. Insurance protecting each party shall be evidenced by issuance of a certificate of insurance, or if a self-funded insurance program, by a letter in form acceptable to the parties:

- Workers' Compensation insurance to cover employees, in the amount prescribed by law;
- Comprehensive General Liability and Professional Liability coverages (including coverage of employees), each in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate; and
- Employer Liability insurance in the minimum amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease for each employee.

COLLEGE shall indemnify, defend, and hold harmless [Insert School of Medicine] and its employees, agents servants, officers, and trustees from and against any and all claims, demands, damages

(including reasonable attorney fees and legal expenses), and causes of action to the extent the same arises from any act or failure to act by COLLEGE or any of its employees arising out of this Agreement. [Insert School of Medicine] shall indemnify, defend, and hold harmless COLLEGE, its employees, agents, servants, officers and directors from and against any and all claims, demands, damages, (including reasonable attorney fees and expenses), and causes of action to the extent the same arises from any act or failure to act by [Insert School of Medicine] or any of its employees, including PHYSICIAN, arising out of this Agreement.

6. CONFIDENTIALITY.

The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the parties may have access to certain information that is confidential and constitutes valuable, special and unique property. The parties agree that neither will, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to either party's duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, information that concerns patients, costs, fee schedules, clinical pathways, equipment staging or treatment methods developed by either party, that is not otherwise available to the public. The provisions of this **Section 6** shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

7. ACCESS TO BOOKS AND RECORDS.

If the value or costs of Services rendered pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, the parties agree that until the expiration of four years (4) after the furnishing of such Services, the parties shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services; and if any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted Services is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain, and the relevant party shall enforce, a clause to the same effect.

8. MISCELLANEOUS.

Entire Agreement. This Agreement reflects the entire Agreement among the parties with respect to the subject matter hereof and supersedes all prior Agreements, memoranda, understandings and negotiations.

Amendment. This Agreement may only be amended by written Agreement signed by both parties specifically describing the provision to be amended.

Nondiscrimination in Employment. If any service under this Agreement is in furtherance of a U.S. Government contract or subcontract or is otherwise subject to the provisions of the Equal Opportunity

Clause as promulgated by Section 202 of Executive Order 11246, dated September 24, 1965, or to 41 C.F.R. 60-250 (requiring affirmative action to employ certain veterans), or to 41 C.F.R. 60-741 (requiring affirmative action to employ certain handicapped individuals) or to any other federal law, rule or regulation applicable to [Insert School of Medicine] as U.S. Government contractors or subcontractors (including but not limited to any applicable Section of 48 C.F.R. Chapter 1), the contract provisions required therein are hereby incorporated by reference. PHYSICIAN shall comply with all applicable local, state and federal laws and executive orders and regulations that are applicable to [Insert School of Medicine] as U.S. Government contractors or subcontractors.

Exclusion from Government Programs. Each party to this Agreement represents that: it is not currently excluded, or threatened with exclusion, from participating in any federal or state funded health care program, including Medicare, Medicaid, and Tricare; and (b) it has never been subject to any sanctions by any of the aforementioned programs. Each party shall notify the other of any imposed exclusions or sanctions covered by this representation and the notified party reserves the right to terminate the Agreement upon receipt of such notice. Further, if Services will be performed by entities and/or personnel of [Insert School of Medicine] who are not employees of [Insert School of Medicine], [Insert School of Medicine] represents that such entities and/or personnel also meet the requirements of this paragraph.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State] without regard to the conflict of laws principles thereof.

Change in Law. In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement (collectively "Change in Law") materially affects or impacts upon the reasonable expectations of either party under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of either party to perform its obligations under this Agreement, then either party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. Both parties shall negotiate in good faith an amendment to this Agreement that preserves the original reasonable expectations of the parties to the extent possible in a manner consistent with the Change in Law. If no such amendment is agreed upon within [Insert Number] days of receipt of such notice, then either party may terminate this Agreement upon an additional [Insert Number] days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

[Insert School of Medicine]

[Insert School of Nursing]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A DESCRIPTION OF DUTIES

PHYSICIAN shall perform the following duties at [Insert School of Nursing]:

- Recruitment, Development and Retention
 - Provides leadership and guidance for all [Insert School of Nursing] research-related activities consistent with the mission of the College and advice and counsel on research and scholarly matters to the Dean.
 - Recruits mid- to senior-career scientists with track records of developed funding streams that align with a research program center of excellence.
 - Continuously mentor faculty and students to develop their research and scholarship.
 - Promotes and advances the careers of scientists by creating a culture of support, inquiry, innovation, and recognition.
 - Collaborates to advance team science with interprofessional partners within the [Insert School of Medicine] system, the [Insert Healthcare] System, and across regional Colleges and Universities.
- Scholarship Development
 - Models team and collaborative behaviors in a variety of settings with the College, including, but not limited to [Insert School of Medicine], the [Insert Healthcare] System, [Insert Hospital], [Insert Hospital], [Insert School of Pharmacy], community agencies and other non-collegiate partners.
 - Capitalizes the resources and capacity of the [Insert Healthcare]/[Insert School of Medicine]system.