

Appendix U: Sample MOU for Joint Faculty Appointments

Memorandum of Understanding (Joint Appointment of [Insert Name])

This Memorandum of Understanding (this "Agreement") is entered into effective as of [Insert Date] ("Effective Date") by and between [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 School of Medicine] and [Insert School of Nursing] a division of [Insert Hospital], a [Insert State] nonprofit public benefit corporation [Insert School of Nursing]

RECITALS

WHEREAS, [Insert School of Nursing] desires to enhance the research opportunities for its faculty and has requested that [Insert School of Medicine], assist it in increasing opportunities for research collaboration between them;

WHEREAS, [Insert School of Medicine], and [Insert School of Nursing] have recruited [Insert Name] ("Faculty Member") to serve as an [Insert Title] on the research track, without tenure, in the [Insert School of Medicine] Department of [Insert School of Medicine], Division of Palliative Care, and as a [Insert Title] of [Insert School of Nursing];

WHEREAS, Faculty Member has indicated [Insert Name] willingness to serve in such roles;

WHEREAS, [Insert School of Medicine] and [Insert School of Nursing] have agreed that [Insert School of Medicine] should employ Faculty Member and [Insert School of Nursing] should reimburse [Insert School of Medicine] for the costs of such employment, as described in more detail 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 [Insert School of Nursing] agree as follows:

1. General Nature of the Appointment

Faculty Member will have an appointment as an [Insert Title] on the research track in the Division of [Insert Division] at [Insert School of Medicine] without tenure and an appointment as a [Insert Title] of [Insert School of Nursing]. Faculty Member's joint appointments shall begin on or about [Insert Date]. Faculty Member will be subject to all applicable [Insert School of Medicine] policies and procedures and the policies and procedures of [Insert School of Nursing] while providing services at [Insert School of Nursing].

2. Description of Duties

For the first [Insert Number] months of [Insert Name] appointment, Faculty Member shall not be

expected to provide instruction in coursework at [Insert School of Nursing]. [Insert School of Medicine] and [Insert School of Nursing] expect that Faculty Member will devote primarily all of [Insert Name] full-time working efforts during such period on research, submitting research grant applications for federal funding and, in collaboration with other [Insert School of Medicine] and [Insert School of Nursing] faculty, facilitating a sustainable research funding trajectory within palliative care. Faculty Member is expected to mentor [Insert School of Nursing] doctoral students and [Insert School of Nursing] junior research faculty? in independent research activities, disseminate scholarly works regionally, nationally and internationally and serve as a reviewer or advisory board member for palliative care or nursing collaborative as a representative of [Insert School of Nursing] and [Insert School of Medicine]. After the first [Insert Date] months of [Insert Name] appointment, Faculty Member's instruction duties at [Insert School of Nursing] will be determined as outlined in the faculty workload policy as stated in the [Insert School of Nursing] faculty handbook.

3. Financial Arrangements

[Insert School of Medicine] will employ Faculty Member at an initial rate of pay of [Insert Dollar Amount], which salary rate is expected to increase annually, and provide standard [Insert School of Medicine] employee benefits ("Faculty Member Costs"). [Insert School of Nursing] will reimburse [Insert School of Medicine] for [Insert Percentage] % of the Faculty Member Costs that are not covered by external funding sources, plus [Insert Dollar Amount] annually in overhead (except that any effort of Faculty Member that is devoted to [Insert School of Medicine] effort (e.g., palliative care research) shall be reduced from both the Faculty Member Costs and the overhead on a commensurate basis, plus [Insert School of Medicine]'s [Insert Percentage]% central fiscal unit tax. The parties acknowledge and agree that such Faculty Member Costs will decrease as Faculty Member's external funding increases. [Insert School of Medicine] will invoice [Insert School of Nursing] monthly for Faculty Member Costs. Invoices that include requests for Research Support (as described in Section 4 below) shall be accompanied by receipts evidencing such expenses to be reimbursed. [Insert School of Nursing] shall pay each invoice within [Insert Number] days following receipt of such invoice. [Insert School of Medicine] shall be responsible to Faculty Member for the payment of wages and salaries, additional compensation, withholding of federal, state and local taxes, payroll taxes, and unemployment insurance.

4. Research Support

[Insert School of Nursing] will provide up to an aggregate of [Insert Dollar Amount] in start-up funding for Faculty Member's research and travel needs over the first [Insert Number] years of this Agreement. Such Research Support will be disbursed as described in Paragraph 2.

5. Facilities and Space

The parties anticipate that Faculty Member will use [Insert School of Medicine] laboratory space, equipment including a computer, and support staff, although [Insert School of Nursing] will provide Faculty member with office space and interview rooms.

6. Faculty Member Identification/Acknowledgement

On all identification/documentation of Faculty Member, [Insert School of Nursing] will be the first institution listed. Such recognition requirement includes, without limitation, presentations, publications, email signature, business cards and research in which Faculty Member is involved.

For example, all items naming Faculty Member should read:

[Insert Name]

[Insert title], [Insert School of Nursing]

[Insert title], [Insert School of Medicine]

7. Personnel Decisions

[Insert School of Medicine] shall be solely responsible for personnel decisions with respect to Faculty Member's employment with [Insert School of Medicine] but shall consult with [Insert School of Nursing] on decisions regarding compensation, discipline, and termination of Faculty Member. While at [Insert School of Nursing], Faculty Member shall report to [Insert Name], [Insert Title] of [Insert School of Nursing] and [Insert Name], [Insert Title] of [Insert School of Nursing].

8. Term and Termination

This Agreement shall commence on the [Insert Date] and shall continue for a period of [Insert Number] years at which time [Insert Name] employment shall transition from [Insert School of Medicine] to [Insert School of Nursing]. This Agreement may be terminated at any time without cause by either party [Insert Number] months' prior written notice to the other party. This Agreement may be terminated upon [Insert Number] days written notice to the other party, if the other party is in material breach of any provision of this Agreement and fails to cure said breach after the expiration of a [Insert Number] day written notice and cure period.

9. Independent Contractors

For purposes of this Agreement, [Insert School of Nursing] and [Insert School of Medicine] are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, joint employment, principal/agent or master/servant relationship between [Insert School of Nursing] and [Insert School of Medicine]. The parties further agree that Faculty Member 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 [Insert School of Nursing].

10. Insurance/Indemnification

Each party at its sole cost and expense shall procure 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, covering the acts and/or omissions of its employees during or arising out of the performance of this Agreement in the minimum amounts described 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:

- i. Workers' Compensation insurance to cover Faculty Member, in the amount prescribed by law;
- ii. Comprehensive General Liability and Professional Liability coverages (including coverage of Faculty Members), 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
- iii. 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 Faculty Member.

[Insert School of Nursing] agrees to indemnify, defend, and hold harmless [Insert School of Medicine], and its trustees, officers and employees from and against any and all claims, demands, damages (including reasonable attorney's fees and expenses), and causes of action arising from any act or failure to act by Faculty Member, [Insert School of Nursing] or any of its employees during or arising out of the performance of this Agreement. [Insert School of Medicine] agrees to indemnify, defend and hold harmless [Insert School of Nursing] and its officers and employees from and against any and all claims, demands, damages (including reasonable attorney's fees and expenses), and causes of action arising from any act or failure to act by [Insert School of Medicine] or any of its employees other than Faculty Member during or arising out of the performance of this Agreement.

11. Confidentiality

The parties recognize and acknowledge that, by virtue of entering into this Agreement, 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 11** shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

12. Intellectual Property

The parties agree and acknowledge that [Insert School of Medicine] and [Insert School of Nursing] shall jointly own all Intellectual Property conceived and/or reduced to practice, in whole or in part, by Faculty Member in connection with Faculty Member's performance under this Agreement. As used herein, "Intellectual Property" means inventions, patent rights, copyrights, materials, documentation, research results, data, and other forms of intellectual property created, in whole or in part, by Faculty Member. [Insert School of Nursing] shall assign, and does hereby assign, all rights, title, and interest in such Intellectual Property to [Insert School of Medicine]. [Insert School of Nursing] agrees on behalf of itself and Faculty Member, to execute all necessary declarations, oaths, assignment agreements, and other instruments that [Insert School of Medicine] requests to transfer ownership of and to protect such Intellectual Property for the sole benefit of [Insert School of Medicine].

13. Miscellaneous

13.1 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.

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

13.3 Exclusion from Government Programs. Each part to this Agreement represents that: (a) 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.

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

13.5 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 30 days of receipt of such notice, then either party may terminate this Agreement upon an additional 30 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: _____