

Affiliation Agreement

This Affiliation Agreement (this “Agreement”) entered into and effective as of _____ (the “Effective Date”), be and between the University of Houston on behalf of its Honors College Community Health Worker Initiative (“University”), which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at 4800 Calhoun, Houston, Texas 77204 and _____ (“Facility”), which is located at _____ . University and Facility shall be known as collectively as the “Parties” and singularly as a “Party.”

Whereas, University seeks to provide a research protocol (“Protocol”) and analysis for participating clinics and clinic staff, and the Facility is willing to make such its facilities available for University researchers (“Researchers”).

Whereas, it is agreed by Parties hereto to be of mutual interest and advantage that Facility agrees to adhere to research expectations as outlined in research protocol and that clinic staff may choose to participate in research study if they so choose.

Now, therefore, Parties agree as follows:

1. UNIVERSITY RESPONSIBILITIES:

- 1.1 Inform Facility of the name, address, and phone number of a Principal Investigator who will be available to maintain ongoing contact with Facility’s designated representative.
- 1.2 Develop, organize and assist Facility in implementing and operating a Protocol that fulfills research objectives.
- 1.3 Acquaint Facility’s designated representative with methods, objectives, goals, and specifics of the Protocol.
- 1.4 Assign to the Facility only Researchers who have fulfilled all prerequisite Human Subjects, Conflict of Interest, and Confidentiality training and provide Facility with information requested by Facility about the Researchers.
- 1.5 Assign only the number of Researchers mutually agreed upon by Facility and University.
- 1.6 Notify Facility as soon as possible of the names and arrival dates of the Researchers.
- 1.7 Ensure that Researchers who participate in the Protocol provide proof of insurance coverage in minimum amounts that are acceptable to Facility.

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- 1.8 Require Researchers to provide transportation, appropriate supplies, and research equipment, as applicable.
- 1.9 Inform Researchers about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of the Facility.
- 1.10 Inform Researchers about their obligation to maintain confidentiality of all Facility matters, proceedings, and information to the extent required by law, including, but not limited to client records and information. This confidentiality provision shall survive the termination of this Agreement.
- 1.11 Inform Facility of any adverse risks to which Clinicians at the Facility may be exposed to because of research activities, including the mental health status, of a Clinician;
- 1.12 Upon notice to the University, notify of any unforeseen risks to which Clinicians at the Facility may be exposed to because of research activities, including the mental health status, of a Clinician;
- 1.13 Upon to notice to the University, notify Facility of any complaint, claim, investigation, or lawsuit involving a Researcher that is related to research activities provided under this Agreement;
- 1.14 Notify Researchers about their obligation to comply with Facility policies and procedures, state law, criminal background check and Occupational Safety and Health Administration (“OSHA”) where applicable in the performance of research duties required by the Protocol
- 1.15 Advise Researchers and Principal Investigator to sign a Health Insurance Portability and Accountability Act (“HIPAA”) agreement for the Facility.

2. FACILITY RESPONSIBILITIES

- 2.1 Provide access to Facility’s workspace as required by the Protocol.
- 2.2 Provide an atmosphere for research that is free of discrimination based on race ethnicity, religion, gender, disability, or sexual orientation.
- 2.3 Provide Researchers with information regarding policies and procedures of Facility.
- 2.4 Understand and adhere to the requirements outlined in the Protocol.

3. OBLIGATIONS OF PARTIES

- 3.1 Agree to commit themselves to identify areas of concrete research collaboration and to explore the means to achieve a successful collaboration.
- 3.2 Agree to expend their best efforts on the implementation and continuation of the collaboration as outlined in the Protocol.

4. TERM AND TERMINATION

- 4.1 This Agreement is at-will and may be modified by mutual written consent of authorized officials from University and Facility. This Agreement shall become effective as of the Effective Date and will remain in effect for one calendar year following the completion of the Protocol at Facility.
- 4.2 Any breach of the covenants stated in Article I of this Agreement by the University shall be considered a material breach of this Agreement. In the event of a material breach, Facility shall have the right to terminate this Agreement immediately.
- 4.3 Notwithstanding any other provision in the Agreement, either Party shall have the rights to terminate this agreement after (90) consecutive days' written notice is given to the other Party. If either Party exercises this option, Parties agree to make reasonable efforts so that Researchers already participating in the research stated in the Protocol will be allowed to complete the study.

5. GENERAL PROVISIONS

- 5.1 The Parties agree that this Agreement will be construed by the laws of the State of Texas and Venue for the purposes of alternative dispute resolution, claims, or litigation shall be Houston, Harris County, Texas.
- 5.2 This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Neither Party may assign this Agreement without the other Party's prior written consent. This invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.
- 5.3 This Agreement and all terms and conditions contained herein shall be effective as of the date noted as the Effective Date that first appears in paragraph one of this document.
- 5.4 Any notice required or permitted under this agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

UNIVERSITY:

Provost
University of Houston
4800 Calhoun
Houston, TX 77204

with a copy to:

Dr. Daniel Price
4849 Calhoun, Health Building 1
Rm 342
Houston, TX 77204

FACILITY:

Administrator/CEO

with a copy to:

- 5.5 Each Individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- 5.6 If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- 5.7 A waiver by either party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- 5.8 Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- 5.9 This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 5.10 Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.

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5.11 This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understanding, whether written or oral.

IN WITNESS THEREOF, Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of the Agreement.

UNIVERSITY OF HOUSTON

FACILITY

Signature Date

Name:

Title:

Signature Date

Name:

Title:

Signature Date

Name:

Title:

Signature Date

Name:

Title:
