Form No. OGC-S-2017-05

Memorandum of Understanding
Academic Medical Programs with Health Systems

This Memorandum of Understanding ("MOU") is entered into and is effective as of _____, 20_____, by and between the University of Houston, a public institution of higher education of the State of Texas that is located in Houston, Texas ("UH") and _____("_____"), a healthcare institution of _____ that is located in _____. UH and _____ shall be known collectively as the "Parties" and singularly as a "Party" or the "Party".

Recitals

Whereas, cordial relations exist between UH and _____; and

Whereas, UH and _____ have discussed mutual goals regarding academic opportunities for medical students, residents, faculty and medical staff; and

Whereas, UH and _____ desire to establish a program to be formalized at a later date (the "Program") for the benefit of medical students, residents, faculty and medical staff of their respective educational institutions;

Now, therefore, the Parties enter into this MOU, in order to memorialize fundamental concepts regarding the Program.

Understanding of the Parties

In contemplation of establishment of the Program, the Parties agree as follows:

Article 1 (Objectives)

A. To contribute to, and further improve the health and healthcare of the people of Houston, Texas through mutual cooperation programs.

B. To further collaboration between UH and _____ through academic programs in instruction, research and faculty development among the medical staff, faculty, residents and medical students of both institutions.

C. To enhance the experience of faculty, medical staff, residents and medical students in the areas of

1. Medical Education,
2. Patient Care, and
3. Research.

D. To develop clinical learning experiences for future UH medical students that would meet the following accreditation standards:

1. _____ will provide UH medical students, and UH faculty if applicable, access to appropriate resources for medical student education.
2. UH is ultimately responsible for the medical education program, academic affairs and the assessment of UH medical students.
3. UH is primarily responsible for the appointment and assignment of UH faculty members with responsibility for UH medical student teaching.
4. Specification of the responsibility for treatment and follow-up when a UH medical student is exposed to an infectious or environmental hazard or other occupational injury.
5. The shared responsibility of UH and _____ for creating and maintaining an appropriate learning environment.
6. Confirmation that the UH department heads (or clerkship directors) have the ability to ensure UH faculty and UH medical student access to appropriate resources for medical student education.

E. To develop new graduate medical education programs for the purpose of training more physicians in needed specialties for the State of Texas.

Article 2 (Responsibilities of Parties)

A. Both institutions commit themselves to identify concrete areas of academic collaboration and to explore the means to achieve a successful collaboration.
B. The officials who will have the responsibility in coordinating the Program for the Parties are:

For UH:	**For _____:**
Name:_____	Name:_____
Title:_____	Title:_____
Department:_____	Department:_____
College:_____	College:_____

Article 3 (Understanding of Parties)

A. The Parties understand and acknowledge that they are making a significant commitment to this collaborative effort. Accordingly, the Parties agree to expend their best efforts on the design, implementation, and successful continuation of the Program.

B. This MOU shall remain effective from the effective date listed above until the end of the term of five (5) years.

C. The Parties understand and acknowledge that this MOU will provide the foundation for a more comprehensive academic affiliation agreement concerning the details of the Program; and that this MOU does not commit the Parties regarding the Program.

D. The Parties understand that this program must support through its activities the mission of UH and the _____; that the Program may not use the name and official seal of the other Party or any of its components without the written consent of the president of the other Party or her/his designee; that the Program is subject to all policies and procedures of the Board of Regents and Administration of the University of Houston System, and must submit to reporting and auditing requirements as established by the University of Houston System, including consultation with an attorney from the Office of the General Counsel.

E. Any intellectual property matters that arise from the Program shall be addressed pursuant to applicable law and mutual written agreements among the Parties.

F. This MOU contains the entire understanding of Parties at this time. If either Party is unwilling or unable to continue with plans for the Program, that Party may do so by sending a written notice of regret to the other Party.

G. This MOU may not be amended or otherwise modified except by the written agreement of both Parties. Neither Party may assign this MOU without the other Party's prior written consent. The invalidity or unenforceability of any provision(s) of this MOU will not impair the validity and enforceability of the remaining provisions.

H. This MOU will be governed by the laws of the State of Texas without regard to choice of law principles.

[Signatures on following page]

In witness whereof, the Parties have caused their fully authorized representatives to execute this MOU effective as of the date written above.

UNIVERSITY OF HOUSTON

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Dean of the College of _____

_____

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Note: Modification of this Form requires approval of OGC

Standard Form Approved by UHS Office of General Counsel