

**SPONSORED PROGRAM AGREEMENT
FACULTY PRACTICE PLAN**

THIS AGREEMENT effective this ____ day of _____, 20____, by and between Missouri State University, a public state-assisted higher education institution of the state of Missouri (hereinafter referred to as "University") and (*Full Name of Sponsor*), a Missouri based (*specify entity as a state-based corporation, or a 501(c)(3) non-profit corporation, etc.*) (hereinafter referred to as "Sponsor") with principal place of business at (*specify address*).

WITNESSETH:

WHEREAS, (*Short Name of Sponsor*) desires to have University implement a program to provide professional staff and expertise to Sponsor, known as the Sponsored Program Faculty Practice Plan for (*Sponsor's Name*); and

WHEREAS, the proposed Program will further the educational, research and service missions of the University in a manner consistent with its status as a public educational institution;

NOW THEREFORE, for the purpose of promoting the increase and application of useful knowledge, and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Article I - Sponsored Program

- 1.1 University will use its best efforts to conduct the Sponsored Program (hereinafter referred to as "Program") described in Attachment A, attached hereto and incorporated herein. The Program will constitute primarily professional practice opportunities for faculty of the University in the field of _____, which the parties recognize and acknowledge is to their mutual benefit. Faculty participating in the Program will be identified in Attachment A.
- 1.2 The Program shall be effective during the period from (*specify starting date*) and continue until terminated as provided in 8.1. Amendment to this Agreement shall be by written addendum, complying with 11.2.
- 1.3 Sponsor understands that University's primary mission is education and advancement of knowledge, and, consequently, the Program will be designed to carry out that mission. University does not guarantee specific results, and the Program will be conducted only on a best efforts basis.
- 1.4 The parties shall keep accurate financial and project records relating to the Program and will make such records available to the other party or their authorized representative throughout the Term of the Agreement during normal business hours upon reasonable notice.

- 1.5 Sponsor understands that University may be involved in programs similar to that described in Attachment A by faculty members or others. University shall be free to continue such program provided that it is conducted separately from the Program hereinafter defined. The University' shall use no portion of the funds provided by Sponsor hereunder for such other programs.

Article 2 - Compensation

- 2.1 As consideration for the performance by University of its obligations under this Agreement, Sponsor will pay the University during the Term of this Agreement an amount as specified in Attachment A and based on a verifiable record of hours worked during a specified period of time. Payments shall be made payable to Missouri State University no less frequently than monthly. This process for payment will be in effect for the duration of the Agreement. Sponsor will perform all billings to patients or third party providers for professional services provided by faculty members pursuant to this Agreement, and neither University nor faculty members shall bill any patients or third parties.
- 2.2 University shall maintain all Program funds in a separate University account and shall expend such funds only for reasonable and necessary salaries, wages, employee benefits, supplies, equipment, travel, and other operation and overhead expenses in connection with the Program or as otherwise determined by the Faculty Practice Board to support the missions of the Physical Therapy Department and the University.

Article 3 - Consultation and Reports

- 3.1 Sponsor's designated representatives for consultation and communications shall be (*specify Sponsor Representative*) or other person or persons (not to exceed two [2] in number) as Sponsor may from time to time designate in writing to University.

Article 4 - Publicity and Academic Freedom

- 4.1 Parties recognize and agree that the subject of this Agreement involves scientific and technological innovations in which Sponsor and University may have a proprietary interest. No press release or any other written statements in connection with work performed under this Agreement intended for use in public media shall be made by either party without the other party's consent, which shall not unreasonably be withheld. University, however, shall have the right to acknowledge Sponsor's support of the investigation under this Agreement in professional publications and other communications, without Sponsor's prior approval. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

- 4.2 Subject to the provisions of Section 4.1, University and faculty members shall have the right to publish or otherwise publicly disclose information it develops in the performance of this Agreement. University shall have the final authority to determine the scope and content of any of its publications.

Article 5 - Confidential Information

- 5.1 The parties may wish, from time to time, in connection with work contemplated under the Agreement, to disclose confidential information to each other. Specifically, faculty members provided according to this Agreement shall be subject to Sponsor's policies with regard to patient confidentiality and other proprietary information identified to faculty members as such, in writing, by Sponsor, including scientific or technological advances in which Sponsor or University has a proprietary interest. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential information to third parties during the Term of the Agreement and any extensions thereof as provided in Section 1.2, and for a period of ten (10) years from termination of the Program, provided that the obligation of the party receiving confidential information shall not apply to information that:

- (a) is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
- (b) is already in the recipient party's possession at the time of the disclosure thereof;
- (c) is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
- (d) is received from a third party having no obligations of confidentiality to the disclosure party;
- (e) is independently developed by the recipient party by persons without access to the information; or
- (d) is required by law or regulations to be disclosed.

This is not intended to and shall not preclude members of the FPP from conducting research with Sponsor so long as all appropriate approvals have been obtained including: University IRB approval, sponsor approval and informed consent.

Article 6 - Insurance

- 6.1 Sponsor agrees to maintain appropriate levels of commercial and professional liability and worker's compensation insurance covering its employees and agents.

Faculty members provided pursuant to this Agreement shall be individually responsible, and not the responsibility of the University, to maintain appropriate levels of professional liability insurance, which requirements Sponsor will make known. Faculty members will provide copies of certificates evidencing such levels of coverage throughout the term of this Agreement to both University and Sponsor.

- 6.2 Sponsor assumes any and all risks of personal injury and property damage attributable to the negligent acts of that party, its officers, employees and agents.
- 6.3 University represents that as of the date of execution of this Agreement it is subject to the Missouri State Legal Expense Fund, as established by Missouri statute and administered and interpreted by the Attorney General of the State of Missouri, and that the University has no liability insurance that can extend protection to any other person under this Agreement.

Article 7 - Independent Contractor

In the Performance of all services hereunder:

- 7.1 Each party shall be deemed to be and shall be an independent contractor of the other and, as such, neither party shall be entitled to any benefits applicable to employees of the other.
- 7.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article 8 - Termination

- 8.1 Performance under this agreement may be terminated by either party upon sixty (60) days written notice. Sponsor shall further have the right, on fourteen (14) days written notice, for good cause, to terminate the performance of any individual faculty member pursuant to this Agreement.

Article 9 - Non-Discrimination

- 9.1 Sponsor and the University give assurance that each is an equal opportunity employer and does not discriminate against any employee, student, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.

- 9.2 The parties agree to comply with all laws and regulations applicable to this Agreement.

Article 10 - Attachments

- 10.1 Attachment A is incorporated herein and made a part hereof for all purposes.

Article 11 - General

- 11.1 No assignment of this Agreement can be made by any party without the prior written consent of the other parties.
- 11.2 This Agreement constitutes the entire and only agreement between the parties relating to the Program, and all prior negotiations, representations, agreements, and understandings are superseded hereby with relating to the Program. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- 11.3 Any notices required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of University to:

Chief Financial Officer
Missouri State University
901 South National Avenue
Springfield, MO 65897

with a copy to:

James Baker
Director & Vice President for Research and Economic Development
Missouri State University
901 South National Avenue
Springfield, MO 65897

or in the case of Sponsor to:

(Name & Address of Sponsor Contact)

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision. Notices and other communications regarding the day-to-day administration and operation of this Agreement shall be mailed (or otherwise delivered), and addressed in the case of University to:

Department Head, _____ Department
Missouri State University
901 South National Avenue
Springfield, MO 65897

- 11.4 This Agreement shall be governed by, construed by, and enforced in accordance with the internal laws of the state of Missouri and is subject to any applicable federal or state law or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year indicated above.

MISSOURI STATE UNIVERSITY

Associate Provost

(Specify Sponsor Organization's Name)

Specify Name and Title of Sponsor's Signature