

MDA NUMBER: 002040

**HEALTH CARE SETTING
EDUCATIONAL EXPERIENCE
PROGRAM AGREEMENT**

This PROGRAM AGREEMENT ("Agreement"), effective the 7th day of March, 2016 ("Effective Date") through March 6, 2021, is by and between The University of Texas M. D. Anderson Cancer Center ("MD ANDERSON"), an institution of The University of Texas System, and University of Houston ("UH").

WHEREAS, the parties have executed an Educational Experience Program Affiliation Agreement ("Affiliation Agreement") effective on November 1, 2013;

WHEREAS, UH seeks to provide an educational experience in a health care setting for students ("Student(s)") enrolled in UH's School of Nursing for bachelor and master degree programs; and

WHEREAS, the parties desire to implement the provisions of the Affiliation Agreement by establishing an educational experience program ("Program") to allow Students of UH's program to utilize MD ANDERSON for educational experience subject to the provisions of this Agreement.

NOW, THEREFORE, subject to the terms, conditions, and provisions of the Affiliation Agreement as amended or replaced from time to time, the parties mutually agree as follows:

I. Program

- A. The purpose of the Program is to expose Students to a wide variety of clinical nursing responsibilities and competencies, and to provide Students with the theory and clinical practice necessary to prepare for (i) the NCLEX-RN exam for RN licensure, (ii) increased education and responsibility as a member of a patient care team; (iii) an advance clinical practice or research nursing career; and/or (iv) nursing education, research, or administration roles, as appropriate to each Student's needs with his/her degree plan. Clinical experience may include, but is not limited to, assessment, diagnostic procedures, patient care, patient/family/staff education and development, research, prevention, emergency care and crises management, psychosocial issues, and case management. Nursing Leadership studies would include managerial activities and exposure to leadership roles and functions within the health care setting. Student will provide learning objectives for the experience and will be given opportunity to independently and collaboratively engage in activities that will aid in the facilitation and realization of these objectives with the assigned preceptor.
- B. Each Student will participate in a two (2) to sixteen (16) week rotation at MD ANDERSON ("Rotation").
- C. UH has the responsibility for the Students' educational program. MD ANDERSON will, at all times, have sole authority and control over all aspects of patient care and will designate those patients to whom Students may be exposed during the Rotation. MD ANDERSON's Division of Nursing will coordinate each Student's Rotation and will designate the facilities or departments where each Student may be placed. While at MD ANDERSON, Students participating in the Program will be subject to the supervision of the MD ANDERSON Division of Nursing and/or its designated MD ANDERSON faculty and/or staff member(s). Students will not replace MD ANDERSON staff or provide service to patients except as identified for educational value and delineated in the Program.
- D. UH and MD ANDERSON will mutually agree on the number and assignments of Students assigned to MD ANDERSON. UH will provide MD ANDERSON with a written list of the names of Students

assigned to participate in the Program at MD ANDERSON, the level of academic preparation, and the length and dates of assignment at MD ANDERSON at least sixty (60) days prior to the beginning of each Rotation, unless otherwise agreed by the parties. MD ANDERSON reserves the right to refuse at its sole discretion any candidate based on space availability, insufficiency of experience or any other factors MD ANDERSON determines are relevant to the acceptance to the Program.

- E. The Program will be consistent with UH's curriculum requirements. UH may have one or more members of its teaching staff on-site at MD ANDERSON during each Rotation for the purpose of making UH's teaching staff available to its Students; however, Article I, Section F; Article II, Section G; and Article III, Section I, subsections 1 through 5, of this Agreement will apply to UH's teaching staff in the same manner as they apply to the Students.
- F. In connection with their participation in this Program, Students will not (1) be employees of MD ANDERSON; (2) have any claim against MD ANDERSON for any employment benefits including but not limited to wages, workers' compensation benefits, disability benefits, or health insurance; and (3) be considered or represent themselves as agents, either express or apparent, officers, servants, or employees of MD ANDERSON. Students will wear nametags identifying their status.

II. MD ANDERSON Responsibilities

MD ANDERSON will:

- A. allow Students to gain experience at MD ANDERSON under the direct supervision and responsibility of MD ANDERSON's Division of Nursing, and/or its designated MD ANDERSON faculty and/or staff member(s).
- B. designate in writing a MD ANDERSON employee who will serve to implement, supervise, and coordinate the Program ("MD ANDERSON Liaison Person").
- C. allow Students, at their own expense, to utilize MD ANDERSON's dining facilities.
- D. provide input to UH regarding a Student's performance for purposes of evaluation in a mutually agreeable schedule and format.
- E. provide an orientation for UH's Students to inform them of MD ANDERSON's facilities, policies, procedures, rules, and regulations.
- F. arrange for emergency health care for a Student if needed while the Student is on-site at MD ANDERSON, provided however, that MD ANDERSON will not be responsible for costs, follow-up care, or hospitalization associated with such emergency care.
- G. have the right to immediately remove and/or require UH to remove any Student from participation in the Program if either MD ANDERSON or UH, in each party's sole discretion, determines that (1) the presence of the Student has a detrimental effect upon MD ANDERSON facilities, patients, or personnel; (2) Student is compromising MD ANDERSON's standards of care or performance, policies, or procedures; (3) Student fails to maintain appropriate licensure, if required by Texas law; and/or (4) the proper liability insurance coverage is not in effect.

III. UH Responsibilities

UH will:

- A. confer credit to Students who successfully attain the goals set for this Program as applicable.
- B. designate in writing a UH employee who will serve to implement, supervise, and coordinate the Program (“UH Liaison Person”).
- C. ensure that Students selected for participation in the Program have satisfactorily completed all courses and/or training that are prerequisites for participation in the Program.
- D. if applicable, ensure that each Student has secured and maintains all documentation required for Student to enter and stay in the United States and to allow Student to participate in the Rotation.
- E. provide information regarding Students participating in the Program, as requested by MD ANDERSON, unless prohibited by federal or state law.
- F. meet or confer with MD ANDERSON’s Liaison Person as often as necessary to provide for adequate communication and planning and/or to evaluate progress of Students.
- G. if applicable, provide MD ANDERSON with documentation that Students assigned to MD ANDERSON are authorized by the Texas Board of Nursing to provide patient care services.
- H. provide proof of professional liability insurance covering each Student participating in the Program at MD ANDERSON in the minimum amounts of \$100,000 per occurrence and \$300,000 annual aggregate prior to the commencement of each Student’s Rotation at MD ANDERSON and upon MD ANDERSON’s request thereafter. Such proof will include a certificate of insurance covering the Student and a letter stating that the Student’s Rotation at MD ANDERSON is approved by UH and is covered by the certificate of insurance. UH will immediately notify MD ANDERSON in case of any material changes in coverage, limits or cancellations. Failure to obtain or maintain such coverage will, at MD ANDERSON’s option, be cause for termination of this Rotation and immediate removal of the Student from MD ANDERSON.
- I. ensure that each Student:
 1. assumes responsibility for his/her own uniforms, transportation, parking, housing, meals, laundry needs, and health care in the performance of activities under this Program, when such things are not provided by MD ANDERSON;
 2. is informed of the need to comply with all MD ANDERSON rules, regulations, policies, and procedures;
 3. responds appropriately to directions from MD ANDERSON’s staff;
 4. maintains the confidentiality of all information in MD ANDERSON records, including but not limited to patient records, research designs, and protocols. Each Student is prohibited from disclosing confidential material and/or publishing any writings that relate to the his/her experience at MD ANDERSON without prior written approval by MD ANDERSON; and
 5. as a condition of participation in the Program, can meet the health status requirements of MD ANDERSON’s Department of Employee Health and Well-being and provide

documentation to certify compliance with such guidelines. UH will certify that each Student has completed a tuberculosis screening within the last twelve (12) months and is free from active tuberculosis disease, and is immune to varicella, measles, mumps, and rubella. UH will also certify that each Student has current immunization to influenza. MD ANDERSON recommends that all Students with direct patient contact or contact with bodily fluids be immunized for Hepatitis B. MD ANDERSON reserves the right to refuse enrollment with regard to, and/or to dismiss, any candidate or Student that does not meet the criteria in this Section III.I.5.

IV. Intellectual Property

A. Definitions.

1. “**Intellectual Property**” means the property of ideas and other mental creations, including, but not limited to, inventions, discoveries, innovations, works of authorship, information, and data that may be protectable by patents, trademarks, copyrights, or as trade secrets.
2. “**Invention**” means any invention or discovery that is or may be patentable or otherwise protected under United States Patent Law or the laws of another country. As used herein, Invention will not include patient information, data or samples generated, collected or gathered at MD ANDERSON, which shall be solely owned by MD ANDERSON.
3. “**Made**,” when used in conjunction with any Invention, means the conception or reduction to practice of such Invention by an inventor.
4. “**Patent Application**” means an application for patent protection for an Invention with any domestic or foreign patent-issuing authority.
5. “**Subject Invention**” means any Invention Made, in whole or in part, by Student (i) in the course of Student’s fellowship or training at MD ANDERSON and/or (ii) in the performance of this Agreement and/or (iii) with the support of State of Texas funds or using resources or facilities owned by The University of Texas System or any of its member institutions.

B. **Confidentiality:** If Student participates in research at MD ANDERSON, Student will keep confidential and will not disclose to any individual or entity, including UH, any confidential information or proprietary information that Student obtains as a result of Student’s participation in the research, and Student may not use any confidential information or proprietary information that Student obtains in a manner that is adverse to or competes with MD ANDERSON, the principal investigator of such research, or any third party collaborator, supporter, or sponsor of such research. Student also may not publish any articles or make any presentations regarding such research without the prior written consent of the principal investigator, which consent will be in the sole and absolute discretion of the principal investigator.

C. **Rights in Inventions.** Student will report all Subject Inventions to MD ANDERSON’s Office of Technology Commercialization, and subject to Section IV.D below, MD ANDERSON will promptly disclose to UH in confidence the Subject Inventions. Subject to Section IV.D below, Subject Inventions will be jointly owned by (1) the Board of Regents of The University of Texas System on behalf of MD ANDERSON, and (2) UH. Subject to Section IV.D below, with respect to each Subject Invention, MD ANDERSON and UH will negotiate in good faith an interinstitutional agreement that will address the patenting and commercialization of the Subject

Invention, which terms will take into account the relative contributions of each party in creating the Subject Invention.

D. Third Party Activities.

1. The parties acknowledge that Student may be involved in research or other activities at MD ANDERSON that are sponsored by and/or undertaken with or for third parties, including third party research collaborators and/or sponsors, such as other academic institutions, other government agencies, and commercial organizations ("Third Party Activities") and that the agreements evidencing such Third Party Activities may impose confidentiality obligations upon MD ANDERSON with respect to such activities and grant certain rights to the third parties with respect to any Intellectual Property arising from such Third Party Activities. Consequently, notwithstanding the provisions of Section IV.C above, the rights granted UH under Section IV.C above are subject and subordinate to, and will be null and void to the extent that they conflict with, (i) any confidentiality obligations of MD ANDERSON with respect to Third Party Activities, (ii) the terms and provisions of any agreement between MD ANDERSON and a third party concerning Third Party Activities, and (iii) the intellectual property rights of any third party with respect to any Inventions or other Intellectual Property arising from the Third Party Activities (e.g., if the third party has the right to own an Invention arising from the Third Party Activities, then UH will not have an ownership interest in such Invention as provided in Section IV.C above, or if the third party has the right to license an Invention arising from the Third Party Activities, then UH's ownership interest in such Invention as provided in Section IV.C above will be subject to, and will be null and void to the extent it conflicts with, the license rights granted to the third party). Moreover, as to any Third Party Activities in which Student participates, Student will abide by and comply with the terms and provisions of the agreement evidencing the Third Party Activities and, in particular, Student may not use or disclose (even to UH) any confidential information, Inventions, or Intellectual Property learned in the Third Party Activities to the extent such use or disclosure is prohibited or restricted by the agreement evidencing the Third Party Activities.
2. If UH's rights under Section IV.C above do not apply because of Third Party Activities, then, to the extent that MD ANDERSON has the right to receive and does receive any royalties or other remuneration (excluding cost reimbursements and fees for services) with respect to an Invention arising from the Third Party Activities, MD ANDERSON and UH will share in the royalties or other remuneration actually received by MD ANDERSON for such Invention (after MD ANDERSON recoups any unreimbursed patent expenses) based upon the percentage contribution by Student in the creation of the Invention. MD ANDERSON will have no obligation to make any payments of any kind to Student, nor will MD ANDERSON be obligated to undertake any collection effort with respect to any amounts that may be owed to it.

V. General Provisions

- A. Term. This Agreement will be effective for a term of five (5) years commencing on March 7, 2016, the Effective Date, and expiring on March 6, 2021.
- B. Termination of Program Agreement.
 1. This Agreement may be terminated by either party with thirty (30) days' prior written notice to the other party, provided that any Student currently participating in the Program

at the time of notice be permitted to complete his/her respective course of study under the Program.

- 2. This Agreement will automatically terminate upon the termination or expiration of the Affiliation Agreement.
- C. Nondiscrimination. The Program and all related activities will be conducted in a manner that does not discriminate against any person with regard to race, color, religion, age, national origin, sex, sexual orientation, gender identity/expression, disability, veteran status, genetic information, or any other basis protected by institutional policy or by federal, state, or local laws, unless such distinction is required by law.
- D. Entire Agreement/Amendment. This Agreement and the Affiliation Agreement constitute the entire understanding between the parties with respect to the identified subject matter, and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of these agreements. No amendment to either agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- E. Use of Name. Except as otherwise required by law or regulation, neither party will use, release, or distribute any materials or information containing the name or logo of the other party or any of its employees without the prior written approval of an authorized representative of the non-releasing party, such approval not to be unreasonably withheld.
- F. Representative's authority to contract. By signing this Agreement, the representative of UH thereby represents that such person is duly authorized by UH to execute this Agreement on behalf of UH and UH agrees to be bound by the provisions hereof.

This Agreement is executed by an authorized representative of MD ANDERSON and UH in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

UNIVERSITY OF HOUSTON:

By: Kathryn Tart, RN
Kathryn Tart, RN, MSN, EdD
Dean, School of Nursing

Date: 2-16-2016

THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER:

By: Oliver Bogler
Oliver Bogler, Ph.D.
Sr. Vice President for Academic Affairs

Date: 12/11/16 DB 4/12/16

MD ANDERSON READ AND UNDERSTOOD:

By: Robin Kornblum
Robin Kornblum, MHA
Executive Director, Inpatient Nursing Operations
Nursing Administration

Reviewed and Approved by
UTMDACC Legal Services for
UTMDACC Signature:
[Signature]
4/4/16

Bruce Jones
Vice Provost, Academic Programs
Office of the Provost
MD ANDERSON / UH
UH Nursing Student Relations to MD ANDERSON

APPROVED AS TO FORM BY:
M. Yezzer
OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

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