



AGREEMENT BETWEEN
THE UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH
AND
A USER OF THE HUMAN ANATOMY AND/ OR THE BIOMEDICAL SKILLS RESEARCH AND
EDUCATION LABORATORY'S
FACILITIES, EQUIPMENT AND/OR CADAVERS

THIS AGREEMENT is entered into by and between the University of North Texas Health Science Center at Fort Worth's Department of Integrative Physiology & Anatomy ("HSC") and _____ ("USER"), a party interested in using the HSC Human Anatomy and/or the Biomedical Skills Research and Education Laboratory's Facilities, Equipment and/or Cadavers.

NOW THEREFORE, and in consideration of the foregoing, the parties hereto agree as follows:

1. Purpose:
The purpose of this Agreement is to create a permanent record of use of the HSC Human Anatomy/BSREL Laboratory's Facilities, equipment and/or cadavers and to establish the amount of compensation to be paid to HSC by groups and/or individuals who use facilities, equipment and/or cadavers at the HSC Human Anatomy/BSREL Laboratory.

2. Term and Termination of Agreement:
The term for use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers under this Agreement is for a period beginning on ____ day of _____, 20____, and ending on ____ day of _____, 20____.
Prior to the expiration date of this Agreement, the term may be extended by obtaining the written permission of HSC. HSC reserves the right to terminate this Agreement at any time and for any reason without liability if HSC determines in its sole judgment that such termination is in its best interest. Termination of this Agreement shall not affect USER's obligation to pay HSC any payments owed for use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers.

3. Type of Use:
The following type of use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers is contemplated by USER and has been approved by HSC and is subject to approval by the State Anatomical Board of Texas for the expressed use for educational and research purposes:

USER agrees to obtain the written approval of HSC prior to making any changes to the intended use.

4. Payment:

Payment for USER's use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers shall be made by check payable to the "Department of Anatomy Development Foundation Fund" in the amount of \$.....

5. General Duties and Rights of USER:

- a. Upon the proper execution of this Agreement and an HSC Waiver of Liability and Indemnification, USER is entitled to use the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers in accordance with the terms of this Agreement. USER agrees that such use shall be limited to the times and dates permitted by HSC. USER further agrees to notify HSC when USER completes use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers.
- b. USER understands and acknowledges that this Agreement shall automatically terminate in the event that USER does not use the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers for a period of more than thirty (30) working days at any time during the term of this Agreement and USER does not contact the HSC Human Anatomy/BSREL Laboratory to arrange for the continued maintenance of any cadaver used by USER. In the event of such a termination of this agreement, HSC shall have the right to dispose of any cadaver used by USER, without liability, and USER will not be reimbursed for any payments previously made to HSC for use of such cadaver. Furthermore, USER is still responsible for any debt owed to HSC which accrued prior to the termination of this Agreement.
- c. USER agrees to become familiar with and to follow the rules and regulations of HSC, including those proscribed by the State of Texas Anatomical Board.
- d. USER agrees to compensate HSC for use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers in accordance with the payment provision of this Agreement.
- e. In consideration for the use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers, USER agrees to assume responsibility for liability as stated in the HSC Waiver of Liability and Indemnification executed by USER and as stated in the Liability provision of this Agreement.

6. General Duties and Rights of HSC:

- a. In accordance with the terms of this Agreement, HSC agrees to provide USER with use of its Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers however, such use is limited to the times and dates permitted by HSC and such use may be terminated at any time and for any reason by HSC.

- b. HSC will receive payment from USER for the use of its Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers in accordance with the payment provision of this Agreement.
- c. HSC expressly reserves the right to modify the General Price List, attached hereto as Attachment A, as necessary. HSC agrees to provide written notification to User prior to any modification in pricing taking effect.
- d. HSC expressly reserves the right to limit the time and dates of User's use of its Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers.
- e. When USER has used a cadaver for a period of six months or more, or in the event that there is a legitimate health risk, or should any cadaver used by USER show signs of molding or decomposition, HSC expressly reserves the right to require the use of a new cadaver by USER. USER shall be responsible for any costs associated with the use of the new cadaver.
- f. HSC has the right to dispose of any cadaver used by USER, without liability, in the event that USER does not use the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers for a period of more than thirty (30) working days at any time during the term of this Agreement and USER does not contact the HSC Human Anatomy/BSREL Laboratory to arrange for the continued maintenance of any cadaver used by USER.

7. Independent Contractors

It is understood that any relationship created by this agreement between the parties shall be that of independent contractors. Under no circumstances shall either party be deemed an employee of the other nor shall either party act as an agent of the other party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied and the parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

8. Liability

USER hereby agrees to indemnify, protect, defend and hold HSC harmless from any and all liability, claims, demands, losses, damages, and expenses associated with USER's use of the HSC Human Anatomy/BSREL Laboratory's facilities, equipment and/or cadavers, including but not limited to liability for claims or suits for injuries, including death and/or damages to persons or property, relating to the acts or omissions of HSC, its officers, employees, and agents. USER has executed an HSC Waiver of Liability and Indemnification and agrees hereby to be bound by its terms and conditions.

USER further agrees that HSC shall not be responsible for any liabilities, losses and/or debts of USER and USER shall indemnify, protect, defend and hold HSC harmless from any such liabilities, losses and/or debts.

9. INSURANCE

USER shall maintain liability insurance for USER with limits of not less than \$250,000 per occurrence and \$500,000 annual aggregate .

10. Non-waiver

The failure of either HSC or USER to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of HSC's or USER's right to assert or rely upon any such term or right on any future occasion.

11. Assignment

Any unauthorized assignment or delegation of USER's rights or duties hereunder, without the prior written consent of HSC, shall be void and shall constitute a breach of this Agreement. The covenants herein contained shall bind and the benefits and advantages shall inure to the USER's and HSC's respective heirs, personal representatives, successors, and permitted assignees, jointly and severally.

12. Entirety Clause

This written agreement constitutes the entire agreement by the parties. Any oral representations or modifications concerning this instrument shall have no force or effect with the exception of a subsequent modification in writing, signed by both parties.

13. State Law and Venue

This agreement shall be construed under the laws of the State of Texas and venue for any proceeding related to this Agreement shall be in Fort Worth, Tarrant County, Texas.

14. Dispute Resolution

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by USER to attempt to resolve all of its disputes arising under this Agreement

15. Child Support

Under Section 231.006 of the Texas Family Code, a child support obligator who is more than 30 days delinquent in paying child support is ineligible to receive payment from state funds. USER certifies that USER is not a child support obligator who is more than 30 days delinquent in paying child support. USER acknowledges that this contract may be terminated if this certification is inaccurate.

16. Comptroller Clause

USER represents that it is not delinquent in payment of any taxes owed to the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the _____ day of _____ 20____.

USER

By: _____ Date _____

THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH

By: _____ Date _____
Senior Vice President for Finance and Administration

**THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT
FORT WORTH
DEPARTMENT OF PHYSIOLOGY & ANATOMY
BIOMEDICAL SKILLS RESEARCH AND EDUCATION LABORATORY
WAIVER OF LIABILITY AND INDEMNIFICATION**

1. In consideration for use of and participation in experiments, projects, and/or undertakings conducted at the facilities of the Department of Physiology & Anatomy at the University of North Texas Health Science Center at Fort Worth, **I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH (HSC), THE UNIVERSITY OF NORTH TEXAS (UNT), THE BOARD OF REGENTS OF HSC AND/OR UNT, AND THE OFFICERS, SERVANTS, AGENTS, STUDENTS, AND/OR EMPLOYEES OF HSC AND/OR UNT AND/OR THE STATE OF TEXAS (HEREINAFTER REFERRED TO COLLECTIVELY AS RELEASEES), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, ILLNESS, AND/OR DISEASE, INCLUDING DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, THAT MAY BE SUSTAINED BY ME, OR TO ANY PROPERTY BELONGING TO ME, WHILE PARTICIPATING IN SUCH EXPERIMENTS, PROJECTS, AND/OR UNDERTAKINGS WHILE IN, ON, OR UPON THE PREMISES WHERE ANY SUCH EXPERIMENTS, PROJECTS, AND/OR UNDERTAKINGS ARE BEING CONDUCTED.**

2. To the best of my knowledge, I am fully qualified to use and participate in the experiments, projects, and/or undertakings conducted at the facilities of the Department of Physiology & Anatomy. I am fully aware of and understand the risks and hazards connected with any such experiments, projects, and/or undertakings that may transpire in such facility, including but not limited to the following:
 - A. Exposure to the preservation fluids used in embalming human bodies. These chemicals include phenol, formaldehyde, and methanol. A hypersensitivity to any of these agents can result in reactions that vary from mild to severe in some individuals.
 - B. Use of sharp instruments, such as scalpels, probes, scissors, etc.
 - C. Use of lighting, power cutting saws, or other electrical equipment.
 - D. Exposure to blood-borne pathogens such as viruses that could cause hepatitis, slow virus infections or HIV.
 - E. Transmission of cutaneous fungal infections.
 - F. Injury due to physical exertion in handling the specimen, bone dust inhalation, and any eye injuries.

3. ***I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said experiments, projects, and/or undertakings, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.***

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representatives, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. **I UNDERSTAND THAT THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURIES I MAY SUSTAIN IN CONJUNCTION WITH THE USE OF AND PARTICIPATION IN THE EXPERIMENTS, PROJECTS, AND/OR UNDERTAKINGS CONDUCTED AT THE FACILITIES OF THE DEPARTMENT OF CELL BIOLOGY AND ANATOMY AT HSC.**
6. I further agree to become familiar with the rules and regulations of HSC concerning conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of the Department of Physiology & Anatomy and that I will assume the complete risk of any experiments, projects, and/or undertakings conducted in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by HSC to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during my participation in the experiments, projects, and/or undertakings conducted at the facilities of the Department of Integrative Physiology.

IN SIGNING THIS RELEASE AS A PARTICIPANT IN EXPERIMENTS, PROJECTS, AND/OR UNDERTAKINGS CONDUCTED AT THE FACILITIES OF THE DEPARTMENT OF PHYSIOLOGY & ANATOMY AT THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement; understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 20 ____.

Participant's signature (required)

(witness)

(witness)