

**COLLABORATIVE AGREEMENT BY AND BETWEEN THE CHRISTUS
SANTA ROSA PRIMARY CARE SPORTS MEDICINE FELLOWSHIP IN SAN
ANTONIO, TEXAS
AND
TEXAS STATE UNIVERSITY IN SAN MARCOS, TEXAS**

WHEREAS, The CHRISTUS Santa Rosa Primary Care Sports Medicine Fellowship in San Antonio, TX ("PCSMF") and Texas State University - San Marcos, TX ("Texas State") (collectively the "Institutions") desire to enter into this Collaborative Agreement ("Agreement") as of December 1, 2008 (the "Effective Date") to symbolize the intent of both Institutions to work collaboratively in future endeavors of mutual interest.

NOW, THEREFORE, and in coordination of the mutual covenants, promises, and agreements herein contained, PCSMF and Texas State do hereby covenant and agree as follows:

1. Joint Planning

Designated representatives of PCSMF and Texas State agree to periodically meet as necessary to review current activities and to develop future endeavors of mutual interest.

2. Coordination of Activities

PCSMF and Texas State will, to the extent possible, coordinate those activities, which affect both Institutions by providing the other with regular updates on such matters

3. Educational Activities

PCSMF and Texas State agree to work collaboratively on mutually acceptable educational and/or research endeavors as opportunities arise including those endeavors involving the recruitment of undergraduate students, graduate students and summer research fellows.

4. Research Grant Development

PCSMF and Texas State agree to work together, as appropriate, on research grant applications especially those endeavors involving employee and community health and wellness. The administration and distribution of such grant funds will be determined on a case-by-case basis.

5. Public Relations

PCSMF and Texas State agree to work together, as appropriate, to disseminate information to the media in a mutually acceptable manner.

6. Appointment of Coordinator

PCSMF and Texas State each agree to appoint a coordinator of the mutual collaboration described in this Agreement. The duties of the coordinator at each respective institution will include ensuring compliance with the terms of this Agreement and whatever other duties that may arise in future collaborative efforts between the Institutions.

7. When and if requested, Texas State through its' IRB, agrees to assume and complete all of the responsibilities of an institutional review board regarding trials conducted by PCSMF, including the authority to oversee the study. Texas State shall comply with all federal law and regulations, particularly those of the FDA, and any state law and regulations, relating to institutional review boards. Texas State and PCSMF agree that Texas State shall be a nonexclusive institutional review board for Trials, any part of which, are conducted by PCSMF.

8. Terms and Termination of Agreement

This Agreement shall commence on December 1, 2008 and shall continue in force and effect for a period of one year and shall automatically renew thereafter for successive terms of one year without further action of the Institutions unless terminated at any time with or without cause by either PCSMF or Texas State with thirty (30) days written notice to the other party.

9. Notices

Any and all notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

PCSMF Eliot Young, M.D.,
Director, Primary Care Sports Medicine Fellowship
CHRISTUS Santa Rosa
333 N. Santa Rosa, CCF Suite 4703
San Antonio, TX 78207

TSUSM Tinker D. Murray, Ph.D., FACSM
Professor
Texas State University
Dept. of Health, Physical Education, and Recreation Department
601 University Drive
San Marcos, TX 78666

Either party may change the address to which notices are to be given by providing five (5) days written notice to the other party.

10. Expected Outcomes

The agreement between PCSMF and Texas State is designed to develop, submit, and promote published peer-reviewed abstracts, lay and research papers, as well as grant/contract submissions. The Agreement will yield scholarly production (as described above) yearly that promotes the mission and research goals of both Institutions.

11. Independent Contractor

PCSMF and Texas State shall collaborate under this Agreement as independent contractors and not as an agent, servant, or employee of the other.

12. Applicable Law

This Agreement shall be governed by laws of the State of Texas without regard to choice of law provision, and venue shall lie exclusively in Hays, Texas.

13. Confidentiality

- a. The Institutions recognize and acknowledge that the terms of this Agreement may involve confidential and proprietary information regarding PCSMF and/or Texas State. For the purposes of this Agreement, Confidential Information shall include: any information or data disclosed by a party to the other party under or in contemplation of this Agreement which (1) if in tangible form or other media that can be converted to readable form is clearly marked as proprietary, confidential, or private when disclosed, or (2) if oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in writing so marked is delivered within ten (10) days following such disclosure.
- b. The Institutions shall maintain the confidentiality of the Confidential Information and shall ensure that the Confidential Information shall not, without the prior written consent of the party disclosing the Confidential Information, be disclosed in any manner whatsoever, in whole or in part, to any third party. The party receiving the Confidential Information may disclose the Confidential Information to employees of the receiving party whom the receiving party reasonably determines need access to the Confidential Information for activities within the scope of this Agreement. The party receiving the Confidential Information shall inform all of its employees and agents who receive the Confidential Information of the confidential and proprietary nature of the Confidential Information and shall direct all such persons to treat the Confidential Information confidentially and not to disclose the Confidential Information to third parties or use the

Confidential Information for any purpose outside the scope of this Agreement or any attachments or amendments hereto. The party receiving the Confidential Information shall be responsible in any event for any breach of this Agreement by any of its employees or agents and shall make all necessary and appropriate efforts to safeguard the Confidential Information from disclosure to third parties. Without limiting the generality of the foregoing, Contractor shall not use any of the Information in the furtherance of its own business or in a manner that is detrimental or adverse to the interests of the other party.

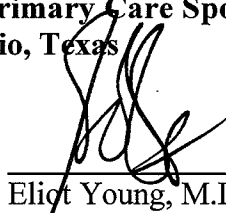
- c. The party receiving the Confidential Information shall not disclose to any third party (i) that the party disclosing the Confidential Information has released any of the Confidential Information to the party receiving the Confidential Information, or (ii) that the party receiving the Confidential Information is reviewing and evaluating the Confidential Information.
- d. This Agreement shall not apply to such portions of the Confidential Information which (i) are or become generally available to the public through no fault or action by party receiving the Confidential Information or its agents, or (ii) become available to the party receiving the Confidential Information on a non-confidential basis from a source, other than the party disclosing the Confidential Information or its agents, which is not prohibited from disclosing such portions of the Confidential Information to the party receiving the Confidential Information by a contractual, legal or fiduciary obligation to the party disclosing the Confidential Information.
- e. In the event that the party receiving the Confidential Information becomes legally compelled to disclose any of the Confidential Information, the party receiving the Confidential Information shall provide the party disclosing the Confidential Information with prompt notice so that the party disclosing the Confidential Information may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the party disclosing the Confidential Information waives compliance with the provisions of this Agreement, the party receiving the Confidential Information shall furnish only that portion of the Confidential Information that the party receiving the Confidential Information is advised by counsel is legally required.
- f. It is understood and agreed that no failure or delay by the party disclosing the Confidential Information in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof by the party disclosing the Confidential Information preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder. It is further understood and agreed that money damages alone would not constitute a sufficient remedy for any breach of this Agreement by the party receiving the Confidential Information and that the

party disclosing the Confidential Information shall be entitled to specific performance and injunctive relief, without the necessity of posting a bond, cash or otherwise, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies available to the party disclosing the Confidential Information for a breach of this Agreement by the party receiving the Confidential Information, but shall be in addition to all other remedies available to the party disclosing the Confidential Information at law or in equity.

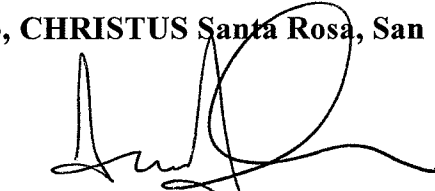
- g. The party receiving the Confidential Information shall return the Confidential Information to the party disclosing the Confidential Information immediately upon request of the party disclosing the Confidential Information. As to that portion of the Confidential Information which constitute projections, appraisals, memoranda, notes, analyses, compilations, studies and other documents, including copies or extracts thereof, prepared by the party receiving the Confidential Information or its agents, the party receiving the Confidential Information shall either deliver same to the party disclosing the Confidential Information immediately upon request of the party disclosing the Confidential Information or shall destroy same and deliver a letter to the party disclosing the Confidential Information acknowledging the destruction of such portion of the Confidential Information.
- h. This Agreement shall be binding upon and inure to the benefit of the Institutions hereto and their respective legal representatives, agents, successors and assigns.
- i. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- j. The obligations of the party receiving the Confidential Information shall continue for a period of five (5) years from the completion of the applicable collaboration project entered into pursuant to this Agreement.

The Primary Care Sports Medicine Fellowship, CHRISTUS Santa Rosa, San Antonio, Texas

BY:


Eliot Young, M.D.
PCSM Program Director

BY:


Todd Thames, M.D.,
Family Medicine Program Director

Texas State University, San Marcos, Texas

BY: Perry Moore
Perry Moore, Ph.D.
Provost

BY: RBBarrera
Rosalinda Barrera, Ph.D.
Dean, College of Education

BY: Lisa Lloyd
Lisa Lloyd, Ph.D.
Interim Chair, Dept. Health, Physical
Education & Recreation

BY: T.D. Murray
Tinker D. Murray, Ph.D.
Professor, Dept. Health, Physical
Education & Recreation