Participation Agreement Ballroom Dance Study

Texas Long Term Care Institute

Texas State University-San Marcos

This agreement, dated **XXXXX, 2009,** is between Texas State University-San Marcos, an agency and institution of higher education organized under the laws of the State of Texas (“University”) and (Contractor Name), Address of Home (type of entity), (“Contractor”).

**Background**

* 1. Contractor operates as a long term care facility at address and desires to participate in the research regarding the use of ballroom dance as a health promotion activity for select residents.
  2. The Texas Long Term Care Institute at Texas State University-San Marcos, a department of University (“Department”), operates with the mission “to provide research, service, and consultation and training to improve the quality of long term health care in Texas.”
  3. The purpose of this study is to assess the result of introducing ballroom dance training as a means to improve the health of residents diagnosed with dementia or mild-moderate Alzheimer’s disease.

**Duties of Contractor**

* 1. Contractor agrees to follow the research protocol.
  2. Contractor provide at least one staff member for one day training session.
  3. Contractor will submit collect and submit data on a monthly basis throughout the course of the project.
  4. Contractor will secure permission from elders or from persons responsible (responsible parties) prior to initiation of the study.

2.05 University shall provide Contractor with a program (Program) which includes University's requirements for the Work or for work by others which utilizes Contractor's Work Product. The Program may be a series of documents or other communications. Contractor shall, at all times, conform its Work to the requirements of the Program and to any requirements of University.

**Duties of Department**

* 1. Department will provide initial training in the retrieval of documented information from a residents chart to assess the intervention. Department will also provide training for administration of any assessments that are not included in the standard clinical chart. Texas State University-San Marcos will provide consultation as needed throughout the study.
  2. Department will develop data collection tools, will compile data, and will analyze data. It will prepare a report on the project and will publish the report. It will transcribe anecdotal data for the project. Each participating home will receive a copy of the report.
  3. Department will serve as a resource for information regarding the results of the research. It will serve as a liaison among participating facilities and governmental entities.
  4. Department will pay expenses of its researchers for needed travel.

**Terms**

4.01 Period of Performance

This agreement will begin on **Date** and will end on **Date**.

4.02 Payment

University shall pay Contractor $1,000 upon satisfactory completion on the Work. Contractor shall submit a final invoice no later than 60 days following the end date of the Agreement.

**Indemnity and Insurance**

* 1. Contractor will, during the term of this agreement, carry general liability insurance and will furnish evidence of such to University.
  2. Contractor will indemnify University and its regents, agents, and employees from all claims arising from the performance of duties under this contract.

**Staffing**

6.01 Contractor warrants, represents, covenants and agrees to maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this agreement. The Contractor warrants, represents, covenants and agrees that all persons connected with the Contractor directly in charge of The Work are duly registered and/or licensed under the laws, rules and regulations. Contractor shall assign to University a designated representative who shall be responsible for the administration and coordination and perform the Work in an expeditious and economical manner consistent with the interests of University.

**Ownership and use of documents**

7.01 University shall retain ownership of all information and work products produced as a result of this contract and shall not be published or otherwise used by Contractor without the express written consent of University.

**Termination**

8.01 Either party may terminate this agreement with or without cause by giving the other party 30 days written notice. Upon termination, Contractor shall be paid for all work satisfactorily completed to the date of termination.

**Independent Contractor**

9.01 Contractor recognizes that it is engaged as an independent contractor and acknowledges that University shall have no responsibility to provide vacation, insurance or other benefits normally associated with employee status.

**General Provisions**

10.01 The parties will construe this agreement under the laws of the State of Texas.

10.02 This is the only agreement of the parties respecting this subject, and it supersedes any prior written or oral agreements between the parties regarding this subject.

10.03 The parties may not amend this agreement except in writing, dated after the date of this agreement and signed by each party’s representative.

10.04 This agreement binds and inures to the benefit of the parties and their respective legal representatives, successors, and assigns, where permitted by this agreement.

10.05 Neither party may assign its rights or obligations under this agreement without the prior written consent of the other.

10.06 All notices shall be submitted to:

University

W. Scott Erwin

Office of Sponsored Programs

Texas State University-San Marcos

601 University Dr. JCK 440

San Marcos, TX 78666

Contractor

Name

Address

10.07 Severability

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof.

**Texas State University-San Marcos**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

W. Scott Erwin

Director, Office of Sponsored Programs

**Contractor**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Officer