

TMHRI MASTER EVENTS HOSTING AGREEMENT

This Master Event Hosting Agreement (“Agreement”) is made and entered into on _____, 2012 (“Effective Date”) by and between _____ (“Company”) and The Methodist Hospital Research Institute (“Methodist”). The Company and Methodist are collectively referred to as the “Parties” and, at times throughout this Agreement, individually as the “Party.”

RECEITALS

WHEREAS, Methodist provides facilities and various services for workshops, seminars, and other programs for research and educational events in its building (“Facility”); and

WHEREAS, from time-to-time, Company conducts such programs and desires to utilize the Facility to host these events at times mutually agreed to by the parties, the specifics of which will be set forth on individual Schedules (each, a “Program”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

1. FACILITY RENTAL; METHODIST SERVICES.

(a) The Parties will separately negotiate and set forth the specific details of each Program under this Agreement in writing on terms acceptable to and signed by an authorized representative of each Party (a “Schedule”). A sample Schedule is attached to this Agreement as Schedule A. Each Schedule will include, as appropriate, the description of Program, the services that Methodist will be providing, dates and duration of the Program (the “Rental Period”), budget and payment schedule. Each Schedule shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Schedule. To the extent that any terms or provisions of a Schedule conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable Schedule expressly and specifically states that the Schedule supersedes the Agreement on a specific matter. All Schedules, once signed by an authorized representative of each Party, together with any exhibits, will be incorporated and made part of this Agreement by reference.

(b) Company shall have access to the Facility from the Program start time to the Program end time, which includes reasonable time for setup and breakdown before and after the Program. Company shall not use the Facility for any purpose other than to conduct the Program. Company shall have access to the designated Program area, restrooms, and all other common areas.

(c) The Facility rented to Company for the Program, and the services provided by Methodist in connection with the Program as set forth in this Agreement does not exceed that which is reasonably necessary to accomplish the commercially reasonable business purposes of this Agreement.

(d) The parties agree that all individuals brought to Methodist’s Facility by Company must comply with all of Methodist’s applicable policies, procedures, directives, and instructions. Failure to do so may result in Methodist’s requirement that such individual be removed from the Facility and terminate their participation in a Program.

(f) No audio or visual recordings, still or otherwise, of a Program may be taken by either party or their designee, unless prior written consent is provided by the other party. Upon such consent, each party will have the right to approve or disapprove the final version of any such recordings. If either party disapproves a recording, it shall be destroyed or erased and in no event will it be stored, maintained, used, distributed, or publicized.

2. GENERAL POLICIES.

(a) Prior to the Rental Period, Methodist must approve the movement of existing furniture in the Facility or the Company's use of any Company or third party vendor chairs, tables, or other equipment or furniture (collectively, "Outside Equipment"). Company must remove any such Outside Equipment at the end of the Rental Period.

(b) The only decorations permitted in the Facility are those which may be placed on the floor or on the tables, and with prior approval of Methodist. Company will not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Facility. No candles or open flames are permitted inside the Facility at any time. Company will not use rice, bird seed, glitter or confetti of any type in the function space or on the grounds outside of Methodist.

(c) Company is responsible, and will reimburse Methodist, for any and all damage to the Facilities, or Methodist's premises, furniture, equipment or supplies that arises from or is related to the Company's use of the Facility.

(d) Company is required to use Methodist's Audiovisual Services for the operation of any audiovisual equipment. Methodist will provide dedicated assistance for the operation of all audiovisual equipment in the Facility, which may include computers/slide presentations, microphones/audio, projectors, screens, lighting, web conferencing, teleconferencing and videoconferencing. For services not provided by Methodist, Company may contract with a third party vendor with no surcharge from Methodist, but the use of such vendor must be approved in advance by Methodist in accordance with Section 4 below.

3. FEES. The fees for the use of the Facility are set forth in each applicable Schedule, which is inclusive of institutional overhead and related expenses. The Fee amount shall change only if Methodist performs different and/or additional services from that set forth in the applicable Schedule, and as mutually agreed to by the parties in writing. All fees are due as of the date of the Program, except for any additional unanticipated items provided during the Program for which Company will be invoiced by Methodist.

4. THIRD-PARTY VENDORS. In the event that Facility is unable or unwilling to provide certain services (e.g., audio-visual or video production), Company shall notify Methodist of its desire to use an outside vendor as part of the Program, and Methodist will not unreasonably withhold, delay or condition its approval of such vendor to enter the Facility in connection with the Program; provided, however, that each such vendor shall be subject to Methodist's applicable policies and procedures. Company shall contract directly with such vendors and ensure that Methodist is indemnified from such vendor's liability.

5. CANCELLATION POLICY. Cancellation of the Program by Company for any reason within seven (7) days of the Program date shall result in a cancellation fee of fifty percent (50%) of the agreed fee amount.

6. RESCHEDULING POLICY. If Company provides Methodist with written notice of its need to reschedule a Program at least thirty (30) days prior to the date of the Program, the Parties will work together to find a mutually agreeable date for the rescheduled Program. If the Parties are unable to agree on a new date, Company reserves the right to cancel the Program and receive a full refund of pre-paid fees, if any, subject to Section 4.

7. REPRESENTATIONS AND WARRANTIES.

(a) Methodist represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement, and has the necessary resources, licenses, permits and qualifications to perform its obligations hereunder; (ii) it shall comply with all applicable laws and regulations governing the use of the Facility and the conduct of the Program.

(b) Company represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement; and (ii) it shall comply with all applicable laws and regulations governing the conduct of the Program.

8. INDEMNIFICATION.

(a) Each Party shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, and contractors (collectively, "Indemnitees"), from and against any and all liability, loss, claim, damage or injury, including reasonable attorneys' fees (each a "Claim") for: (i) a breach by the indemnifying Party of the terms of this Agreement, (ii) a violation by the indemnifying Party of any applicable laws; or (iii) any injury or damage to any person or property arising from any act, omission or negligence of the indemnifying Party, even in the event of the joint negligence by the indemnified Party, but only to the extent of the indemnifying Party's actual, proportionate negligence.

(b) The indemnifying Party shall select counsel of its choice and control the defense and settlement of any such claim. The indemnified party may participate and retain separate counsel at its own expense. Neither Party shall settle any claim that imposes any liability or obligation on the other Party without that Party's prior written consent. The terms of this provision shall survive termination or expiration of this Agreement.

9. TERM; TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date and shall terminate on _____, 2015, unless earlier terminated pursuant to this Section 10.

(b) Company may terminate this Agreement (thereby canceling any pending Program) for any reason or no reason upon thirty (30) days prior written notice to Methodist, and in the event of such termination, Company's obligations to Methodist are as set forth in Section 4 above.

(c) Methodist may terminate this Agreement and/or any specific Program on thirty (30) days notice prior to the scheduled date of any Program and, upon such termination, Methodist shall return the full amount of any pre-paid funds by Company.

(d) Either Party may terminate this Agreement without further liability upon a material breach of this Agreement by the other Party by providing written notice of such breach to the other Party, which breach is not cured within thirty (30) days after notification of such breach. Upon termination by Company as a result of a material breach by Methodist, Methodist shall return any pre-paid amounts to Company.

9. PUBLICITY. Except as may be otherwise set forth herein, neither Party shall make use of the name, trademark, and/or logo of the other party for any purpose without the prior written consent of the other Party.

10. FORCE MAJEURE. Neither Party shall be liable for damages of any kind due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond its control. Such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of the government, disruption of telecommunications transmissions, accident, fire, water damages, flood, earthquake or other natural catastrophe.

11. NOTICES. Whenever notices are required or permitted under this Agreement, they shall be given by personal delivery, or registered or certified mail, return receipt requested, and postage prepaid, or sent by federal overnight courier to addresses set forth below, unless otherwise specified from time to time. Service of any such notice shall be deemed complete as of the day of actual delivery as shown by the

addressee's registry or certification receipt or the expiration of the third day after the date of mailing, whichever occurs first.

The Methodist Hospital Research Institute
Attn: Chief Operating Officer
6670 Bertner Ave.
Houston, Texas 77030

12. CONFIDENTIALITY. Each Party (the "Recipient Party") agrees that any confidential or proprietary material or information regarding the intellectual property, technology developments, business or affairs of the other (the "Disclosing Party") disclosed to Recipient Party or obtained by Recipient Party from the Disclosing Party which the Disclosing Party clearly identifies as confidential at the time of disclosure ("Confidential information"), will not be disclosed by the Recipient Party to any other person or used by Recipient Party for its own benefit or gain or in any other manner except as may be expressly authorized by the Disclosing Party.

The Parties agree that the Recipient Party's obligations with respect to handling, disclosing, reproducing, and using Disclosing Party's Confidential Information are not applicable to any portion(s) of the Confidential Information which:

- (a) is in the public domain prior to receipt by the Recipient Party or subsequent to the date of receipt without breach of this Agreement by the Recipient Party, or
- (b) is known, as evidenced by documentation, to the Recipient Party prior to disclosure by the Disclosing Party, or
- (c) is disclosed with the prior written approval of the Disclosing Party, or
- (d) is disclosed without restriction to the Recipient Party by a third party having a bona fide right to disclose same to the Recipient Party and without breach of this Agreement by the Recipient Party, or
- (e) is subject to disclosure pursuant to any applicable law or regulation.

The terms of this provision shall survive termination or expiration of this Agreement.

13. COMPLIANCE WITH LAWS. The Parties agree to comply with all applicable federal, state and local laws, regulations, and ordinances with respect to the performance of their respective obligations under this Agreement.

14. MISCELLANEOUS. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement may not be amended without the prior written consent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. No party may assign this Agreement or any rights hereunder without the prior written consent of the other Party. The failure of either Party to enforce or require performance of any provision of this Agreement shall in no way operate as a waiver or affect the right of such Party at a later time to enforce the same. This Agreement may be transmitted by facsimile or in .pdf electronic format, and it is the intent of the parties that any signature printed by a receiving facsimile machine or computer system be deemed an original signature.

15. COMPLIANCE PLAN. Company agrees to participate in any reasonable contract and claims audits by Methodist, and to cooperate and assist during any reasonable internal compliance review, investigation, monitoring protocol and/or audit, without regard to whether the review, investigation, or audit occurs before or after termination of the Agreement. In addition, the Deficit Reduction Act of 2005 requires Methodist to inform all employees, contractors and their agents of the following: Methodist receives reimbursement for many of its services from the Medicare and Medicaid programs. Under the federal False Claims Act and Texas laws, any person who knowingly submits, or causes someone else to

submit illegal claims for payment of government funds is subject to government fines and penalties. Reports of suspected illegal claim activity should be made (i) to the Methodist executive overseeing this Agreement; (ii) anonymously through Methodist's Hotline service (1-800-500-0333); (iii) to Methodist's Business Practices Officer; or (iv) to the Department of Health and Human Services Office of Inspector General or the Texas Health and Human Services Commission's Office of Inspector General. Those who report questionable practices are protected from retaliation for reports made in good faith by Methodist policy and by federal and state laws.

17. REPRESENTATION OF NON-EXCLUSION. In accordance with Section 4304 of the Balanced Budget Act, Company acknowledges that Methodist is prohibited from contracting with a person or entity that has been excluded, debarred, or suspended from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Company and Methodist represent and warrant that as of the Effective Date, neither they nor any of their employees providing services under this Agreement are so excluded, debarred, or suspended. The Parties also represent that if they or any of their employees who provides items or services under this Agreement becomes so excluded, debarred, or suspended during the term of this Agreement, the applicable Party will promptly notify the other Party.

The Methodist Hospital Research Institute

By: _____
Edward A. Jones
Chief Operating Officer

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A -1

Facility Rental Program Summary Schedule

This Facility Rental Program Summary Schedule dated _____ is subject to the terms and conditions of that certain Master Services Agreement dated _____ between _____ and The Methodist Hospital Research Institute(“Methodist”)

Program:

Rental Period:

Services:

[Add applicable description of Services.]

Fees:

Invoicing schedule:

The Methodist Hospital Research Institute

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____