

**UNIVERSITY OF NORTH TEXAS
Denton, Texas**

AGREEMENT

Fee Contract No. 04-507

THIS AGREEMENT, by and between the Keller Independent School District, with business offices located at 350 Keller Parkway, Keller, Texas 76248 (hereinafter called "Sponsor") and the University of North Texas, P.O. Box 305250, Denton, Texas, 76203 (hereinafter called "UNT"),

WITNESSETH:

WHEREAS, Sponsor desires that UNT perform certain services, all as herein provided, involving "Audiological Services," and

WHEREAS, UNT has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

Article 1. Statement of Work

UNT shall use all reasonable efforts to perform the services and deliver the reports and other items specified in the Statement of Work, marked Attachment A, attached hereto and by this reference made a part hereof for all purposes.

Article 2. Key Personnel

UNT shall provide Dr. Jeffrey Cokely for the work under this Agreement. If Dr. Cokely is removed from employment at UNT for any reason, the parties shall mutually agree as to the individual's replacement by other UNT personnel.

Article 3. Period of Performance and Termination

The period of performance under this Agreement is specified as August 1, 2004 through July 31, 2005 unless sooner terminated in accordance with the terms herein. Either party hereto may terminate this Agreement at any time by giving not less than thirty- (30) day's advance written notice to the other party. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. Sponsor shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of

termination and shall pay UNT for same on receipt of a final invoice. On receipt of payment in full for work performed, UNT shall deliver the results of all previously unreported work in such form as it exists.

Article 4. Cost and Payment

For the services, counsel, reports, and other items delivered hereunder, Sponsor shall pay UNT on a fee basis in an amount not to exceed Ten Thousand Dollars (\$10,000). In the performance of work under this Agreement, UNT agrees to provide services primarily in accordance with the fee schedule detailed in Attachment B, Cost Estimate, attached hereto and by this reference made a part hereof for all purposes.

UNT shall submit monthly invoices to Sponsor within 30 days for costs incurred during the preceding period. Invoices should be sent to:

Genni LaPlante
Director of Special Education
Keller Independent School District
350 Keller Parkway
Keller, Texas 76248

Sponsor agrees to reimburse UNT for the costs billed within thirty (30) days of receipt of invoice. All payments shall be sent to:

Office of Research Services
University of North Texas
P.O. Box 305250
Denton, TX 76203-5250

Article 5. Equipment

Ownership of all permanent and expendable equipment purchased by UNT under this Agreement shall become the sole property of UNT at the time of purchase, and title thereto shall vest solely in UNT.

Article 6. Rights in Data, Copyrights and Publication

Title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by UNT employees in the performance of work under this Agreement shall be the sole and exclusive property of UNT, who shall have the sole right to determine the disposition of copyrights or other rights resulting there from, provided, however, that UNT shall

grant to Sponsor a royalty-free, non-exclusive license to reproduce, modify and use all such data for its own purposes.

Sponsor shall be free to publish the results of work under this Agreement. Title to and the right to determine the disposition of any copyrights on publications relating to the performance of the work hereunder shall remain with UNT, who shall have the sole right to determine the disposition of those copyrights.

Article 7. Inventions and Patent Rights

Title to any invention or discovery made or conceived in the performance of service under this Agreement shall remain with UNT, which shall have the sole right to determine the disposition of any patents or other rights resulting there from, provided however that upon issue of any patent on any such invention or discovery, Sponsor shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated.

Article 8. Notices

All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid and addressed to the following individuals:

For UNT: Kristi Lemmon
Director, Sponsored Projects
Office of Research Services
University of North Texas
P.O. Box 305250
Denton, Texas 76203-5250
940-565-3940 (voice)
940-565-4277 (fax)
lemmon@unt.edu

For Sponsor: Genni LaPlante
Director of Special Education
Keller Independent School District
350 Keller Parkway
Keller, Texas 76248

Article 9. Independent Contractor

UNT is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the services contracted for by Sponsor. UNT employees shall in no sense be considered employees of Sponsor and neither UNT nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either party to its employees.

Article 10. Non-Indemnification

Neither party shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this Agreement.

Article 11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Article 12. Publicity

Neither party to this Agreement may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other, except that UNT may include sponsor's name, project title, and total contract value in internal and external reports of awards received.

Article 13. Assignment

Neither party to this Agreement may assign their rights and/or duties hereunder without the written permission of the other party.

Article 14. Amendments

This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties. No modification of this Agreement or waiver of the terms or conditions hereof shall be binding upon either party hereto unless approved in writing by an authorized representative, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions whether or not signed by an authorized representative of the party.

Article 15. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

Article 16. Captions

The captions to the various articles of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Article 17. Health Insurance Portability and Accountability Act of 1996

Keller Independent School District certifies that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this agreement.


Article 18. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNIVERSITY OF NORTH TEXAS

KELLER INDEPENDENT SCHOOL DISTRICT

By 
Phillip C. Diebel
Vice President for
Finance & Business Affairs

By _____
Genni LaPlante
Director of Special Education

Date 8/18/04

Date _____

ATTACHMENT A

STATEMENT OF WORK

A. UNT will provide:

1. A Project Director who shall be responsible for the overall direction of the project. The Project Director shall be Jeffrey A. Cokely, Associate Professor and Chair of the Department of Speech and Hearing Sciences at UNT.
2. Audiological services to students at the facilities of the Sponsor. UNT personnel shall include an audiologist holding a Certificate of Clinical Competence ("CCC") from the American Speech-Language-Hearing Association and a license to practice audiology in Texas. Prior to serving the students, the audiologist will submit a professional vitae and evidence of the CCC and state license to the Sponsor which will maintain the documentation on file.
3. Personnel from UNT Department of Speech and Hearing Sciences as well as graduate students. The graduate students shall be supervised in accordance with standards set forth by the American Speech-Language-Hearing Association. The certified and licensed audiologist will be on-site whenever UNT graduate students provide services.
4. Instruction to the Sponsor's personnel regarding audiologic management of students with impaired hearing, attending student-related meetings (e.g., parent-teacher conferences, and Admission, Review, and Dismissal meetings), making earmold impressions, electroacoustic analyses of amplification systems, and setting, fitting, and adjusting assistive listening devices.

B. Sponsor will:

1. Pay for services billed by UNT, not to exceed \$10,000.
2. Pay for the services billed within 30 days after it has received verification that the services have been provided. UNT will submit bills describing audiological services and any other services within 30 days of providing services. The final bill will be submitted by August 15, 2005. UNT personnel will report in-out to the teacher, principal, or both at the time services are provided to the student(s) at the student's school.

3. Provide appropriate space for UNT to provide services.
4. Make available to UNT personnel the records of the students to be served.
5. Assist UNT personnel in scheduling students for services.

Attachment B

Fees

- The fee for sixty (60) hours of audiology consultation is \$55 per hour plus associated travel time.
- After sixty (60) hours, the rate will be \$65 per hour plus associated travel time.
- The fee for fifty (50) earmolds is \$40 per earmold.
- In excess of 50 earmolds, the fee is \$45 per earmold.
- For each visit to the school after the first seven, there will be a minimum charge of one hour for travel time.
- There is no charge for travel for the first seven visits.