

VOLUNTARY PARTICIPATION IN AAOMS PRACTICE BASED RESEARCH NETWORK AGREEMENT

This Voluntary Participation in AAOMS Practice Based Research Network Agreement (the "Agreement") is made and entered into by Dr. _____ ("Participant") whose address is _____ and the American Association of Oral and Maxillofacial Surgeons ("AAOMS") located at 9700 West Bryn Mawr Avenue, Rosemont, Illinois 60018-5701.

AAOMS is a not-for-profit, tax-exempt association whose purpose includes fostering programs of research and scientific investigation for the advancement of the specialty of oral and maxillofacial surgery. AAOMS will support certain clinical research projects addressing topics of import to practicing oral and maxillofacial surgeons which will be conducted by investigators who must comply with certain legal requirements. The Participant is an oral and maxillofacial surgeon who is a fellow or member of AAOMS and who desires to voluntarily participate in the AAOMS Practice Based Research Network and assist investigators in a particular Study. A Study will be led by oral and maxillofacial surgeon investigators who report to a particular Institutional Review Board.

Each Study will likely have its own particular data collection needs which will be fully explained to the Participant prior to a Study. AAOMS anticipates that a Participant will be able to participate in a Study for a limited time frame with little, if any, disruption in their normal office practice.

AAOMS anticipates all data collected by a Participant and provided to a Study will be compliant with applicable laws and regulations. The data collection forms that will be used to provide information will be clear and include requests for information typically included in the patient record maintained in an OMS office. All data collected will be considered confidential and only de-identified, aggregated data will be published.

Therefore, it is agreed:

1. Relationship of the Parties. The parties are independent contractors and under no circumstances will this Agreement be construed as one of employment, agency, partnership or joint venture.
2. Participation in the AAOMS Practice Based Research Network. The Participant agrees to voluntary participation in the AAOMS Practice Based Research Network and be available to respond to queries from investigators who have been awarded clinical research grants from the AAOMS
3. Cooperation with Investigators Awarded AAOMS Clinical Research Grants. The Participant agrees to be available to respond to queries from investigators who have been awarded clinical research grants from the AAOMS. The Participant will determine, with the investigator, whether the Participant's particular practice and data collection would assist in a Study. The Participant will make every effort to contribute fully to a Study if requested by the investigator.
4. Compliance with Law. The Participant and AAOMS represent and warrant to each other full compliance with all applicable federal, state and local laws, and each agrees to cooperate with the other to ensure compliance with such laws.

EXHIBIT A

5. Disclosure of Protected Health Information. The Participant represents and warrants that to the best of her/his knowledge and belief that all disclosures of protected health information to a Study that is funded with an AAOMS clinical research grant are permitted disclosures under applicable law and regulations.

6. Consents; Approvals. Any notices, consents or approvals given or required to be given under this Agreement shall be in writing.

7. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois and any applicable federal laws regardless of their conflict of law or choice of law rules.

8. Liability; Responsibility. The parties agree that each shall be responsible for her, his or its own acts, errors and omissions, as well as any representations, warranties and agreements, made in the performance of this Agreement.

9. Dispute Resolution. In the event of a dispute arising from or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter between themselves over a period of at least ninety (90) days. If that effort is not successful, the parties shall submit the dispute to arbitration by a single arbitrator in accordance with the Rules for Commercial Arbitration of the American Arbitration Association then in effect.

10. Termination. In the event either party determines this Agreement is not beneficial, that party may terminate the Agreement upon written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Voluntary Participation in AAOMS Practice Based Research Network Agreement.

Participant American Association of Oral and
Maxillofacial Surgeons

By _____

By _____

Robert C. Rinaldi, PhD, CAE
Executive Director

Date _____

Date _____