

**EXHIBIT B**  
**RESEARCH AFFILIATION AGREEMENT**  
**BETWEEN AND AMONG**  
**SAINT LUKE’S HOSPITAL OF KANSAS CITY, THE UNIVERSITY OF KANSAS, AND**  
**THE UNIVERSITY OF KANSAS MEDICAL CENTER RESEARCH INSTITUTE**

This Research Affiliation Agreement (“Agreement”) is effective this \_\_\_\_ day of \_\_\_\_\_, 2007, by and among Saint Luke’s Hospital of Kansas City (“SLH”), the University of Kansas (“University”), and the University of Kansas Medical Center Research Institute, Inc. (“KUMCRI”).

**Whereas**, the life sciences hold the key to better health and quality of life for all citizens, as well as the promise of sustainable growth in jobs and improved standards of living; and

**Whereas**, the State of Kansas and the greater metropolitan Kansas City area have the goal of creating one of the top 20 life sciences research centers in the United States; and

**Whereas**, it is in the best interests of the citizens of Kansas and Missouri that unity of effort in life sciences research and education be achieved across state lines; and

**Whereas**, a robust medical research and pipeline in the life sciences in the greater Kansas City area will lead directly to advances in medical treatment modalities, including preventive measures; and

**Whereas**, the collaboration and affiliation of area hospitals with research and educational institutions are essential elements of the life sciences effort; and

**Whereas**, the University, KUMCRI and SLH desire to develop a relationship that supports the vision of the greater Kansas City community as a center for research and education in the life sciences; and

**Whereas**, realization of this vision, as articulated in the “Time to Get it Right” and “Time to Get Things Done” reports, recommends that the University of Kansas Medical Center through its various schools (collectively, “KUMC”) establish new affiliations for joint educational and research programs in order to achieve effective collaboration with multiple partners in the Kansas City Area Life Sciences Initiative; and

**Whereas**, SLH is the primary private teaching hospital of the University of Missouri-Kansas City School of Medicine and has the goal of becoming a major academic teaching and research hospital for KUMC; and

**Whereas**, KUMC seeks to expand the range of research opportunities for its faculty, residents and students and to obtain access to community resources and funding in support of its efforts to move into the “top tier” of public medical centers and medical schools in the United States, while maintaining and improving its existing relationship with the University of Kansas Hospital (“KUH”) as the primary academic clinical, teaching and research hospital of KUMC; and

**Whereas**, it is in the best interests of the state of Kansas and the region to have a top rated school of medicine that attracts and trains exceptional physicians committed to providing quality health care services and promoting health for the future of the region; and

**Whereas**, the Parties, as defined below, desire to elevate the amount and quality of research conducted within each institution by collaborative arrangements aiding in the recruitment of new investigators, in the attraction of new projects in areas of mutual interest, and in the development of financial, laboratory, and other resources that will improve the capability of each institution to conduct research, report and publish results, improve grant opportunities, and ultimately lead to translation of research results into improved patient care, patents, and other intellectual property for commercial success; and

**Whereas**, the Parties acknowledge that KUMC has an Affiliation Agreement with KUMCRI, a 501(c)(3) corporation, for the purpose of administering extramurally funded grants, contracts, and awards.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions regarding their research relationship:

## **ARTICLE I. DEFINITIONS**

**“Affiliation Agreement”** shall mean the Affiliation Agreement executed by SLH and the University effective \_\_\_\_\_, 2007.

**“Anniversary Date”** shall mean July 1<sup>st</sup> of any year in which this Agreement is in effect.

**“Core”** refers to those research-related items and services including, without limitation, mass spectrometry, bioinformatics, biostatistics, and genomics.

**“Graduate Medical Education Agreement”** shall mean the Graduate Medical Education Program Affiliation Agreement between the University of Kansas Medical Center/University of Kansas School of Medicine and Saint Luke’s Hospital of Kansas City dated \_\_\_\_\_, 2007.

**“Parties”** to this Research Affiliation Agreement shall mean the University, SLH and KUMCRI.

**“Research Affiliation Agreement”** shall mean this Research Affiliation Agreement by and between the parties hereto.

**“Termination Date”** shall mean the date upon which this Research Affiliation Agreement will terminate, which will be \_\_\_\_\_, 2017.

**“Undergraduate Medical Education Agreement”** shall mean the Undergraduate Medical Education Program Affiliation Agreement between the University of Kansas Medical Center/University of Kansas School of Medicine and Saint Luke’s Hospital of Kansas City dated \_\_\_\_\_, 2007.

## **ARTICLE II. JOINT RESEARCH OPERATIONS COMMITTEE**

The University, SLH, and KUMCRI will establish a Joint Research Operations Committee (“JROC”) with equitable, proportionate representation from other institutions, and will be responsible for the following functions:

A. JROC will encourage and support research efforts in various areas. The initial emphasis of JROC will be in the areas of Neurology, Nephrology, Endocrinology, and Cardiovascular Medicine.

B. JROC will promote the most efficient and productive mechanisms for a shared research administrative structure for collaborative projects or research programs. Independent structures at the University and SLH will remain in place for non-collaborative projects or research programs as mutually determined.

C. JROC will develop a joint strategy and communicate collaborative projects and the general benefits of research, including appropriate measurement of success of the partnership.

D. JROC will establish networks in order to develop appropriate research centers and institutes, with the goal of linking to other world-class programs.

E. JROC will ensure that collaborative research projects will follow and adhere to institutional compliance with state and federal regulatory guidelines.

F. JROC will develop mechanisms to attract and retain high impact health care research personnel, giving higher priority for recruitment of individuals with interest and expertise lending specifically to the development or improvement of collaborative projects or research programs.

G. JROC will promote research fellowship and training opportunities for faculty, residents and fellows, and students in collaborative research areas.

H. JROC will monitor the research resources that are shared by each institution.

I. JROC will establish and support mechanisms to develop and increase grant funds to support collaborative research projects and leverage research funds with a goal of attracting additional national funds for future research projects.

J. JROC will seek to emphasize additional areas such as public health, epidemiology, biostatistics, population sciences and research projects in related areas.

K. JROC will consult with KUMCRI to develop mechanisms for the equitable dispersal of research funds, based on the location of the principal investigator, direct and indirect costs, volume factors and other relevant features. Thereafter, KUMCRI will facilitate the research fund dispersals.

L. JROC will organize efforts to increase bi-directional communication within and between each institution's faculty to augment mutual research opportunities.

### **ARTICLE III. UNIVERSITY RESPONSIBILITIES**

A. The University agrees to pay appropriate Core-related fees as established by the facility where the Core-related activity occurs.

B. Within its resources and capabilities, the University agrees to make research Cores available to SLH researchers.

C. The University will support the parties' collaborative efforts in the administration of clinical trials, technology transfer and compliance through KUMCRI, the University's Office of Compliance and various University or SLH internal departments as required by law and regulation based on location of the principal investigator and other relevant features in the program or project.

D. The University, within its resources and capabilities, will make available laboratory and other research space to facilitate the parties' collaborative research projects as determined by JROC based on location of the principal investigator and other relevant factors.

E. The University agrees to support proportionately future Cores at SLH as recommended by JROC with these investments aimed at fostering or expanding collaborative research efforts of the parties.

F. The University agrees to pay SLH appropriate direct and indirect costs attributable to collaborative projects conducted on SLH property based upon equitable consideration of expenses, revenues, other factors, including appropriate federal and state laws and regulations.

### **ARTICLE IV. KUMCRI RESPONSIBILITIES**

A. KUMCRI will provide research administration support to SLH for collaborative programs and research projects including assistance with pre-award and post-award grant application development and execution, as recommended by JROC.

B. Cooperatively with the University's Office of Compliance, KUMCRI will oversee federal and state regulatory compliance for all collaborative research projects between the University and SLH.

C. KUMCRI agrees that SLH will have representation on the KUMCRI Board of Directors.

### **ARTICLE V. SLH RESPONSIBILITIES**

A. SLH agrees to pay appropriate Core fees as established by the facility where the Core activity occurs.

B. SLH, within its resources and capabilities, will make available laboratory and other research space to facilitate the Parties' collaborative research projects as recommended by JROC based on location of the principal investigator and other relevant features.

C. SLH agrees to pay the University appropriate direct and indirect research costs attributable to collaborative research projects conducted on University property based upon equitable considerations of expenses, revenues, other factors, including appropriate federal and state laws and regulations.

D. SLH agrees to pay fair market compensation to the KUMCRI and the University's Office of Compliance for its research administration and management services as agreed to by the Parties.

## **ARTICLE VI. TERM AND TERMINATION**

A. **Term.** The term of this Agreement shall be ten (10) years. Commencing in the calendar year following the Effective Date of this Agreement, either party may notify the other party no later than ninety (90) days prior to the Anniversary Date that it proposes to modify the then-existing Agreement. The Parties will negotiate in good faith any such proposed modification for a period of not less than sixty (60) days. In the event mutual agreement on a proposed modification is not achieved at the end of said 60-day negotiation period, the Agreement shall remain effective as then written.

B. **Renewal.** If the Parties desire to enter into a new agreement upon the \_\_\_\_\_, 2017 expiration of this Agreement, the Parties agree that they will commence negotiations no later than \_\_\_\_\_, 2016, shall negotiate in good faith for a period of not less than ninety (90) days, and will use their best efforts to enter into a new Agreement by \_\_\_\_\_, 2016. If a new agreement is not entered into by the Parties by \_\_\_\_\_, 2016, this Agreement shall end on the Termination Date without further action or notice by the Parties.

C. **Termination for Cause.** This Agreement shall be terminable by either party, upon the other party's failure to cure a material breach of the Agreement within thirty (30) days of receiving written notice thereof or immediately upon termination of the Affiliation Agreement, the Graduate Medical Education Agreement or the Undergraduate Medical Education Agreement.

D. **Effect of Termination.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties that accrued prior to the Termination Date.

## **ARTICLE VII. ADDITIONAL TERMS AND CONDITIONS**

A. **IRB Reciprocity Agreement.** All collaborative research protocols involving human subjects must receive the approval of the appropriate Institutional Review Board. The University and SLH agree to develop an IRB Reciprocity Agreement that addresses the respective responsibilities of the Parties in relation to the review and approval of protocols.

B. **Intellectual Property Rights.** Ownership and control of all intellectual property rights arising from research activities in which the principal investigator is based at KUMC or

arising from research conducted within KUMC facilities shall be determined in accordance with the University's Board of Regents policies and the University's intellectual property policies. Similarly, ownership and control of all intellectual property rights arising from research activities in which the principal investigator is based at SLH or arising from research conducted within SLH's facilities shall be determined in accordance with SLH intellectual property policies. If an intellectual property issue cannot be resolved by the policy of either of the Parties, the Parties shall agree as to the ownership and control of intellectual property rights arising from research within collaborative research projects as determined by patent and/or copyright law.

C. **Publication.** Before commencing any joint research project, the Parties shall agree in writing as to who shall receive credit for authorship in any publication resulting therefrom, provided that such person(s) participate in the project.

D. **Relationship of the Parties.** The Parties to this Agreement intend their relationship to be that of independent contractors. Nothing herein is intended to create a relationship of joint venturer, partner, or agent and principal between the Parties. No party shall have any right to govern or control the operations of any other party, but each party will be and remain independent and responsible for its own acts and those of its own employees. Each party will be solely responsible for the payment of all salaries, wages, withholding, and benefits for its own employees.

E. **Access to Records.** Access to any patient records or information shall be in accordance with applicable federal, state, and local laws and regulations, and institutional policies and procedures for maintaining confidentiality of patient information. Similarly, access to all personal information, academic records, professional licensure information, credentialing information, health information, records of background check data, or records related to students or residents participating in programs operated under this research affiliation shall be in accordance with applicable federal, state, and local laws and regulations, and with the policies and procedures of each party.

F. **Notices.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly delivered when personally delivered or upon the earlier of actual receipt or three (3) business days after deposit with the United States Postal Service if sent by registered or certified, first-class mail, postage prepaid to:

University:

University of Kansas Medical Center  
Office of the Executive Vice Chancellor  
Mail Stop 2015  
3901 Rainbow Boulevard  
Kansas City, Kansas 66160  
Attention: Barbara F. Atkinson, M.D.  
Executive Vice Chancellor

With a copy to: Office of the General Counsel  
1450 Jayhawk Blvd  
Lawrence, Kansas 66045  
Attention: James P. Pottorff, Jr.  
University General Counsel

SLH: Saint Luke's Hospital of Kansas City  
4401 Wornall Road  
Kansas City, Missouri 64111  
Attention: Richard Hastings  
Chief Executive Officer

KUMCRI University of Kansas Medical Center Research  
Institute  
Office of the Executive Director  
Mail Stop 1039  
3901 Rainbow Boulevard  
Kansas City, Kansas 66160  
Attention: \_\_\_\_\_  
Executive Director

With a copy to: Corporate Counsel  
KUMCRI  
Mail Stop 1039  
3901 Rainbow Boulevard  
Kansas City, Kansas 66160  
Attention: Cydney Rabourn  
Corporate Counsel

**G. Health Information Portability and Accountability Act of 1996.** The Parties agree to comply with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its students, employees, agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. The Parties shall take reasonable steps to prevent unauthorized disclosures by its employees, students, officers, directors, agents, contracts, or consultants. Each party recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action.

**H. Records Inspection.** In the event that Section 952 of P.L. 96-499 [42 U.S.C. # 1395(v)(1)(1)] is applicable to this Agreement, the Parties agree that until the expiration of four (4) years after the furnishing of the services provided under this Agreement, they will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also

contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

J. **Amendments.** This Agreement may not be modified or amended except by an instrument in writing, signed by the Parties.

K. **Waiver.** No term or condition of this Agreement will be deemed to have been waived and there will be no estoppel against the enforcement of any provision of this Agreement except by written instrument of the party charged with such waiver or estoppel. No such written waiver will be deemed as a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and will not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

L. **Severability.** If any provision of this Agreement is held invalid, such invalidity will not affect any other provision of this Agreement not held invalid, and each such other provision will, to the full extent consistent with law, continue in full force and effect.

M. **Conflict.** In the event of a conflict between the text of this Agreement and the Affiliation Agreement, the Affiliation Agreement shall govern.

N. **Warranties.** THE PARTIES MAKE NO WARRANTIES CONCERNING THE RESEARCH OR ANY PATENT RIGHTS THAT MAY BE SUBJECT TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, THE PARTIES DO NOT REPRESENT OR WARRANT THAT THE RESEARCH WILL RESULT IN PATENTS OR INVENTIONS THAT WILL BE SUBJECT TO A LICENSE. THE PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY LICENSED PRODUCT. THE PARTIES MAKE NO WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR SCOPE OF ANY PATENT RIGHTS OR THAT ANY LICENSED PRODUCT WILL BE FREE FROM INFRINGEMENT OF PATENTS OF THIRD PARTIES, OR THAT NO THIRD PARTIES ARE IN ANY WAY INFRINGING PATENT RIGHTS.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the undersigned have set their hands:

FOR SAINT LUKE'S HOSPITAL OF KANSAS CITY

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RICHARD HASTINGS  
Chief Executive Officer

FOR UNIVERSITY OF KANSAS

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ROBERT E. HEMENWAY  
Chancellor

FOR UNIVERSITY OF KANSAS MEDICAL CENTER RESEARCH INSTITUTE, INC.

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Executive Director