

PROFESSIONAL SERVICES AGREEMENT WITH BCM MD STUDENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between _____ an enrolled Baylor College of Medicine MD student in good standing (the "Independent Contractor"), and Surgical Corps, 2315 Delta Bridge Drive, Pearland, TX 77584 a non-profit Texas corporation (the "Corporation").

RECITALS

WHEREAS, the Corporation requires the assistance of Independent Contractor to assist Corporation with surgery research, clinical practice, and other duties as assigned by the Corporation (the "Services") for Corporation's clients; and

WHEREAS, Independent Contractor is an enrolled MD student in good standing at Baylor College of Medicine; and

WHEREAS, the Corporation desires to have the Independent Contractor perform the Services, and Independent Contractor desires to provide those Services for Corporation, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Services. The Corporation hereby engages Independent Contractor to provide the following Services:
 - a) Provide as needed support to educational activities in surgery involving animate, inanimate or simulated models for educating healthcare providers.
 - b) Assist in setting up lab activities and stations, support labs and provide help with clean up post lab activity.
 - c) Perform other duties as assigned by Corporation staff.
 - d) Abide by all policies, procedures, directives, and instructions of the Corporation staff.
2. Regulatory Requirements. Independent Contractor agrees that in the performance of the Services, it will comply with all applicable local, state, and federal laws.
3. Obligations of the Corporation. Throughout the term of this Agreement, the Corporation agrees to undertake the following:
 - (a) Corporation and Corporation's clients will provide Independent Contractor information that it needs in order to perform the Services.
4. Obligations of Independent Contractor. Throughout the term of this Agreement, Independent Contractor agrees to undertake the following:

(a) Independent Contractor shall cooperate with the Corporation and Corporation's clients as reasonably requested or required, on a prompt and timely basis, in order to perform the Services.

(b) Independent Contractor will provide the Services in an appropriate, timely, and professional manner in accordance with all applicable laws, industry standards, and professional requirements.

5. Term and Termination. This Agreement shall be effective for a period of three (3) years. Notwithstanding any other provision of this Agreement, both the Corporation and Independent Contractor shall each have the right to terminate this Agreement at any time, without cause or penalty, by delivering written notice of termination to the other party not less than thirty (30) days prior to such termination. The parties may renew this Agreement upon a mutually executed amendment to the Agreement.

6. Compensation. The Corporation agrees to pay Independent Contractor \$15.00 per hour for the Services. Independent Contractor will inform Corporation of the number of hours worked for each Services task. Subsequently, Corporation will pay Independent Contractor within seventy (70) days from its receipt of Independent Contractor's notification of hours worked for Services.

Independent Contractor understands and agrees that he/she is not and will not be an employee of Corporation under this Agreement. Corporation will reimburse Independent Contractor for the Services as described, and Independent Contractor is responsible for paying any related income taxes and expenses.

7. Indemnification.

INDEPENDENT CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD CORPORATION HARMLESS FROM ANY AND ALL CLAIMS WHICH CORPORATION MAY SUSTAIN OR INCUR AS THE RESULT OF INDEPENDENT CONTRACTOR'S (i) VIOLATION OF ANY LAW, (ii) BREACH OF THIS AGREEMENT, OR (iii) NEGLIGENCE OR WILLFUL ACT, OMISSION, OR CONDUCT, (AND INCLUDING IN THE EVENT OF THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF CORPORATION, BUT ONLY TO THE EXTENT OF INDEPENDENT CONTRACTOR'S ACTUAL PROPORTIONATE NEGLIGENCE) OCCURRING IN THE COURSE OF INDEPENDENT CONTRACTOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

CORPORATION SHALL INDEMNIFY, DEFEND AND HOLD INDEPENDENT CONTRACTOR HARMLESS FROM ANY AND ALL CLAIMS WHICH INDEPENDENT CONTRACTOR MAY SUSTAIN OR INCUR AS THE RESULT OF CORPORATION'S (i) VIOLATION OF ANY LAW, (ii) BREACH OF THIS AGREEMENT, OR (iii) NEGLIGENCE OR WILLFUL ACT, OMISSION, OR CONDUCT, INCLUDING BY ANY OF ITS PERSONNEL, EMPLOYEES, ACTORS OR AGENTS (AND INCLUDING IN THE EVENT OF THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF INDEPENDENT CONTRACTOR, BUT ONLY TO THE EXTENT OF CORPORATION'S ACTUAL PROPORTIONATE NEGLIGENCE) OCCURRING IN

THE COURSE OF CORPORATION'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

THESE INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

8. General Provisions.

(a) Force Majeure. Neither Independent Contractor nor the Corporation shall be responsible for delays or errors in its performance under this Agreement occurring by reasons or circumstances beyond its control, including, without limitation, acts of civil or military authority, national emergencies, fire, flood or catastrophe, acts of God, insurrection, war, riots, or failure of transportation, communication, or power supply.

(b) Independent Contractor. The parties agree that Independent Contractor at all times during the term will be an independent subcontractor to the Corporation and that this Agreement does not create any relationship other than that of independent subcontractors, including any partnership, agency, or joint venture.

(c) Entire Agreement/Governing Law. This Agreement sets forth the entire agreement and understanding of the parties relating to its subject matter, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to its subject matter. This Agreement shall be governed in accordance with and interpreted under the laws of the State of Texas without giving effect to its choice of law provisions.

(d) Amendment. Any changes to this Agreement shall be in writing in the form of an amendment mutually agreed upon and duly executed by both parties.

(e) Assignment. Except as may be herein specifically provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns; provided, however, that no assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto and any unauthorized attempted assignment shall be void and of no further force and effect.

Notwithstanding anything herein to the contrary, Corporation shall have the right to assign this Agreement and the rights and obligations hereunder to an entity that is controlled by, under common control with, or that controls Corporation, or that is formed as the result of an internal restructuring of Corporation and/or its affiliates. Any such assignment by Corporation shall be effective without the need for any action on the part of any party other than Corporation and the party to which such permitted assignment is made in order for such assignment by Corporation to be effective.

(f) Representation of Non-Exclusion. Independent Contractor acknowledges that Corporation is prohibited from contracting with a person or entity that has been excluded, debarred, or suspended from a federal or state health care program. Accordingly, Independent Contractor represents and warrants that as of the Effective Date, Independent Contractor providing Services under this Agreement has not been excluded, debarred, or suspended.

Independent Contractor also represents that if he/she providing items or services under this Agreement becomes so excluded, debarred, or suspended during the term of this Agreement, that Independent Contractor will promptly notify Corporation.

(g) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original, but all such counterparts together constitute but one and the same instrument.

(j) No Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the parties and not for any other person or entity.

(k) Notices. All notices, invoices, requests, and other communications required hereunder shall be in writing and shall be deemed to have been given when presented personally or mailed by certified mail, return receipt requested, to:

Independent Contractor

Surgical Corps

2315 Delta Bridge Drive
Pearland, Texas 77584
Attn: Administrator/CEO

provided, however, that either party may notify the other party of a change in its notice information by providing the other party notice of that change in accordance with this section.

(l) Severability. The invalidity or unenforceability of any provision or portion of any provision of this Agreement shall not affect the validity or enforceability of the remainder of the same provision or any other provision of this Agreement and each provision hereof or portion of such shall be enforced to the fullest extent permitted by applicable law.

(m) Confidentiality. Each party (as a recipient of Confidential Information, the "Receiving Party") acknowledges that certain information it will acquire from the other party (as a provider of Confidential Information, the "Disclosing Party") is of a special and unique character and constitutes Confidential Information. For purposes of this Agreement, "Confidential Information" means any information disclosed in furtherance of the purposes of this Agreement, which is not generally known or not readily ascertainable by proper means by others, including competitors or the general public, and includes trade secrets (as defined by applicable state laws). Having acknowledged the foregoing, the Receiving Party agrees: (a) to exercise the same degree of care and protection (but no less than a reasonable degree of care and protection) with respect to the Disclosing Party's Confidential Information as the Receiving Party exercises with respect to its own Confidential Information; and (b) not to, directly or indirectly, disclose, copy, transfer or allow access to any Confidential Information of the Disclosing Party, and not to use the Disclosing Party's Confidential Information except as provided by this Agreement. Notwithstanding anything to the contrary herein, the Receiving Party may disclose Confidential Information to its employees and to third parties performing services for the Receiving Party that are related to the purposes of this Agreement and that have

need to know, and a legal duty to protect, such Confidential Information. This Agreement shall not apply to such portions of the Confidential Information which (i) are lawfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party, (ii) are or become generally available to the public through no fault or action by the Receiving Party or its agents, (iii) become available to the Receiving Party on a non-confidential basis from a source, other than the Disclosing Party or its agents, which is not prohibited by a contractual, legal or fiduciary obligation to the Disclosing Party from disclosing such portions of the Confidential Information; or (iv) the Receiving Party can demonstrate were or are developed by the Receiving Party independently of its knowledge of or access to the Disclosing Party's Confidential Information. If the Receiving Party is required to disclose any of the Confidential Information under any applicable law, regulation, court order or other judicial or regulatory action, the Receiving Party shall use its reasonable efforts under the circumstances to provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained prior to the required disclosure date, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving is expressly permitted to disclose the Confidential Information under this Agreement, and the Receiving Party shall use reasonable efforts to furnish only that portion of the Confidential Information which it, in its own determination, is legally required to furnish under the applicable requirement.

Executed and acknowledged by the undersigned, as the duly authorized representatives of the parties hereto, as of the Effective Date.

Surgical Corps

Independent Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____