

# CONTRIBUTOR AGREEMENT

This Agreement is made effective as of \_\_\_\_\_ by and between the Patient Education Institute of 2101 ACT Circle, Suite 200, Iowa City, IA 52245, and \_\_\_\_\_  
(Doctor) of \_\_\_\_\_.

## TERMS AND CONDITIONS

### 1. BACKGROUND

#### 1.1. Doctor's Expertise

Doctor is a neurological surgeon and is willing to provide editorial services (Services) to Publisher based on this medical experience.

#### 1.2. Publisher's *X-Plain*<sup>TM</sup> Neurosurgery

Publisher has published *X-Plain*<sup>TM</sup> Neurosurgery for assisting in the education of patients as to certain neurosurgical procedures and treatments. *X-Plain*<sup>TM</sup> Neurosurgery includes computer-based patient education modules for specific neurosurgical procedures (Module.) Publisher desires to have editorial services provided by Doctor.

### 2. SCOPE OF SERVICES

Doctor will:

2.1. Write \_\_\_\_\_  
\_\_\_\_\_

2.2. \_\_\_\_\_  
\_\_\_\_\_

2.3. \_\_\_\_\_  
\_\_\_\_\_

### 3. DESCRIPTION OF SERVICES

#### 3.1. Writing a Module

Writing a Module includes writing a script: specifying the symptoms, anatomy, pathology, alternative therapy, operative techniques, risks and complications, and expected outcome; indicating what graphics need to be included with the Module; writing two-option multiple choice questions covering important concepts to test the patient's understanding of the material; indicating medical terms that may be difficult for the patient and that need to be defined; reviewing the Module on the computer after it has been developed by Publisher; and reviewing the notes of other Neurosurgery editors. Doctor will provide typed or word-processed script of Module to Publisher.

#### 3.2. Reviewing a Module

Reviewing a Module includes editing a written Module by writing legible notes on a script provided by Publisher (or entering them directly in a Word document provided by Publisher) after reviewing the Module on paper or/and on computer screen.

### 4. PERFORMANCE OF SERVICES.

The manner in which the Services are to be performed and the specific hours to be worked shall be determined by Doctor. Publisher will rely on Doctor to work as long as may be reasonably necessary to write or review a Module.

### 5. PAYMENT

Publisher will pay an honorarium fee to Doctor of \$250 (two hundred fifty dollars) for each written Module. This fee shall be payable in full upon completion and receipt by Publisher of the Services.

### 6. COMPLETION DATE

Doctor shall complete the Services on or before \_\_\_\_\_.

Doctor may terminate the Agreement anytime upon written notice. In the event of termination, Doctor will promptly return to Publisher all materials provided by Publisher.

Publisher may terminate the Agreement if the Services have not been received by Publisher by the completion date.

### 7. RELATIONSHIP OF PARTIES

It is understood by the parties that Doctor is an independent contractor with respect to Publisher, and not an employee of Publisher. Publisher will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Doctor.

### 8. PUBLISHING THE DOCTOR'S NAME

Publisher will not publish the name of the Doctor on the computer screen. Publisher will include Doctor's name on the list of physicians who have written or reviewed the Module (Medical Advisory Board). The Module will include a link to the Medical Advisory Board.

**9. DISCLOSURE**

Other than as disclosed in writing on a separate sheet of paper attached hereto to this Agreement, Doctor certifies that (a) he or she is not currently involved directly or indirectly in any outside activities or interests, including ownership or participation, in the development of computer-based patient education software; and (b) he or she does not have a conflict of interest when providing Services. Conflict of interest includes, but is not limited to, situations where a Doctor is writing about a medication or medical device produced by a company in which he or she has invested.

This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements.

**11.3. Amendment**

This Agreement may be amended only in writing signed by both parties.

**11.4. Applicable Law**

This Agreement shall be governed by the laws of the State of Iowa.

**10. INTELLECTUAL PROPERTY**

The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents related to *X-Plain™ Neurosurgery* and the Services (Intellectual Property.)

**10.1. Owner of Intellectual Property**

Publisher and Doctor expressly agree that the Publisher shall be considered the author/creator of *X-Plain™ Neurosurgery* and the Services for all purposes and the owner of all rights comprised in the copyright in and to said Intellectual Property. Doctor shall sign all documents necessary to perfect the rights of Publisher in such Intellectual Property, including documents necessary for the filing and/or prosecution of any applications for copyrights or patents. Upon request, Doctor shall sign all documents necessary to assign the rights to such Intellectual Property to Publisher. All services provided by Doctor under this Agreement are provided strictly as a contract for hire basis.

**10.2. Development of Intellectual Property**

The Publisher may, at its own expense, add to, subtract from, arrange, rearrange, revise and adapt all the Services in any manner, and Doctor waives all right to authorship or ownership in the Intellectual Property. The Publisher has the right to exploit *X-Plain™ Neurosurgery* and Intellectual Property in all forms and media throughout the world.

**10.3. Warranties and Representations**

Doctor represents and warrants to the Publisher that he or she the sole author of the Services; has full power to enter into this Agreement; and that written Modules are original and in no way infringes upon any statutory copyright or upon any common law right, proprietary right, or any other right.

**11. General**

**11.1. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.

**11.2. Entire Agreement**

**PATIENT EDUCATION INSTITUTE**

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

DOCTOR \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Social Security No. \_\_\_\_\_