Date

Address heading of client

XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

Dear (Insert Name):

Following discussions between representatives of CHRISTUS Health (collectively, “**CHRISTUS**”), and (***ORGANIZATION/ENTITY Name***), CHRISTUS is pleased to provide this Letter of Intent (“**Letter**”), which sets forth the Parties’ mutual intentions to train students and share clinical knowledge through a collaborative Clinical Simulation Program.

1. Terms of Proposed Program. In a letter of support dated XXX,XX, 20XX, CHRISTUS expressed its interest in conducting student clinical rotations for up to (Insert number & Organizational Name) students per year. This Letter sets forth additional terms of collaboration, specifically related to training of (*Insert Organizational Name*) students in CHRISTUS’s Simulation Lab. Through the Program, (*Insert Organizational Name*) students will have access to the CHRISTUS Simulation Lab, which includes specialty equipment and supplies to train students on \_\_\_\_\_\_\_ [advanced life support, acute respiratory distress syndrome, septic shock, etc], among other clinical scenarios.

The goals of the Program are to create a synergistic relationship between CHRISTUS and (*Insert Organizational Name*) that leads to innovations in clinical care, education, and research, while efficiently and effectively training students, ultimately resulting in improved patient outcomes and higher quality care for the community.

1. Nature of the Letter. This Letter constitutes a statement of the Parties’ mutual intentions with respect to the Program. Sections 3 through 7 of this Letter are the legally binding and enforceable agreements of the Parties (“**Binding Provisions**”), while the remainder of the Letter is not binding. The Parties agree that before the Program begins, the Parties will enter into a legally binding, definitive agreement (“**Definitive Agreement**”) that reflects specific terms and conditions of the Program, including costs for using the Simulation Lab.
2. Exclusive Dealing. As an inducement for CHRISTUS to incur expenses and proceed with arrangements for the Program and as a condition to any further discussions regarding the Program, (*INSERT ORGANIZATIONAL NAME*) will and will cause its officers, directors, advisors, employees, and agents (collectively, “**Representatives**”) to (i) immediately terminate all other discussions regarding simulation training of (*INSERT ORGANIZATIONAL NAME*) students or development of Simulation Labs and (ii) not initiate, solicit, or participate in any such discussions. (*INSERT ORGANIZATIONAL NAME*) will and will cause its Representatives to negotiate exclusively and in good faith with CHRISTUS with respect to the proposed Program until the date that the Binding Provisions are terminated in accordance with Section 7.d of this Letter.
3. Confidentiality. To the extent permitted by law, each Party agrees to hold the terms and existence of this Letter of Intent, and the fact that discussions between the Parties are taking place, in strictest confidence, and not to disclose such information to any third party (other than employees, agents and advisors of the Parties who need to know such information in the exploration of the proposed relationship) except for any necessary disclosures to governmental agencies, public records requests, or other specific disclosures mutually agreed upon in writing by the Parties, or as may be required by law. Each of the Parties (as the “**Receiving Party**”) further agrees to hold in strictest confidence, and not to disclose to any third party except as required by law, any confidential or proprietary information of the other Party learned by or disclosed to the Receiving Party in the course of discussions relating to the proposed relationship, or the course of negotiating the Definitive Agreements. Confidential or proprietary information shall include, without limitation, business plans, patient information, clinical protocols, billing information, financial information, policies, contracts, management methods, and any other information, whether written or oral, the Receiving Party knows or reasonably should know to be confidential. These confidentiality obligations shall survive the termination of this Letter.
4. Good Faith. Each Party agrees to negotiate the terms and conditions of the Definitive Agreement in good faith.
5. Disclosure. Except for any disclosure to its Representatives or as and to the extent required by law, without the prior written consent of the other Party, neither CHRISTUS nor (*INSERT ORGANIZATIONAL NAME*) shall, and each shall direct their Representatives not to, make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the public disclosure of the existence of discussions regarding, the Proposed Program or any of the terms, conditions or other aspects of the Proposed Program. If a Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure shall be made.
6. Miscellaneous.
   1. The Binding Provisions constitute the entire agreement between the Parties and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties regarding the Program. Except as otherwise provided herein, the Binding Provisions may be amended or modified only by a writing executed by all of the Parties.
   2. The Binding Provisions, the Definitive Agreement and all other definitive documents related to the Proposed Program will be governed by and construed under the laws of the State of Texas without regard to conflict of laws principles.
   3. This Letter may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Letter, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Letter and of signature pages by facsimile transmission or by e-mail delivery (including “.pdf” format data file) shall constitute effective execution and delivery of this Letter as to the Parties and may be used in lieu of the original letter for all purposes. Signatures of the Parties transmitted by facsimile or by email delivery (including “.pdf”) shall be deemed to be their original signatures for any purpose whatsoever.
   4. Following execution of this Letter by the Parties, the Binding Provisions of this Letter may be terminated (i) by mutual consent of (*INSERT ORGANIZATIONAL NAME*) and CHRISTUS, (ii) by (*INSERT ORGANIZATIONAL NAME*) or CHRISTUS unilaterally upon written notice to the other Party at any time on or after 120 days from the date this Letter is signed by (*INSERT ORGANIZATIONAL NAME*) or (iii) by any non-breaching Party upon written notice to the other Party at any time after such other Party has breached or violated any of the Binding Provisions; provided, however, that the termination of the Binding Provisions will not affect the liability of any Party for breach of any of the Binding Provisions prior to such termination. Upon termination of the Binding Provisions, the Parties will have no further obligations hereunder, except for claims respecting pre-termination breaches or violations of the Binding Provisions and as stated in Sections 4, 6, and 7 of this Letter, which claims and provisions will survive any such termination. It is also understood and agreed that the Binding Provisions will automatically terminate upon execution of the Definitive Agreements.

*[Signature page follows]*

If you are in agreement with the foregoing, please sign and return one copy of this Letter, which thereupon will constitute our agreement with respect to its subject matter.

Very truly yours,

**CHRISTUS Health**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shad Deering, MD, CHSE, COL(ret) USA

Associate Dean, Baylor College of Medicine, CHoSA

System Medical Director, CHRISTUS Simulation Institute

Professor, Department of OB/GYN, Baylor College of Medicine

Duly executed and agreed as to the Binding Provisions contained in Sections 3 through 7 on (Insert Date) October \_\_, 20XX:

***(Organizational Name)***

By:

Name:

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_