

Regents of the University of Minnesota
3 Tesla MRI Participation Agreement

This Agreement is entered into on _____ between the Regents of the University of Minnesota (“University” and _____ (“you”). In this Agreement, the Participant and the University is called a “Party,” and together are the “Parties”.

1. Scope

The scope of this agreement is for you to be placed in a 3 Tesla Magnetic Resonance Imaging (“MRI”) located at the Center for Magnetic Resonance Research (“CMRR”). MRI is a way to look at the inside of the body. Your body contains much water, which is made of hydrogen and oxygen atoms. During an MRI, a very strong magnet makes the hydrogen atoms in your body send out a signal. A coil receives that signal, and sends it to a computer, which turns it into a picture of the area of interest. The CMRR 3 Tesla MRI has Food and Drug Administration (FDA) approval and is used in routine clinical care. However, the long-term risks are as yet unknown. There could be adverse effects that are delayed or very mild, such that they have not yet been recognized.

You will be screened by the MRI operator for any metal in your body, medical implants, shrapnel, or any other conditions that would be dangerous within the magnetic field. Then, you will be escorted to the 3 Tesla MRI room and placed on a movable table. While you are lying in the 3 Tesla MRI, University of Minnesota employees and/or students will receive training on 3 Tesla MRI software and hardware, be training new operators on how to operate the 3 Tesla MRI or be demonstrating 3 Tesla MRI system functionality. You will be asked to lie still and may be asked to do a simple task within the MRI, such as look at an image or manipulate a joystick. Most people experience no ill effects from the MRI, but some people do report claustrophobia, dizziness, mild nausea, headaches, a metallic taste in their mouths, double vision, vertigo, or sensation of flashing lights. These symptoms, if present, subside shortly after leaving the MRI. No serious ill effects have been reported to date at any site operating at 3 Tesla. The length of the entire scan should be less than 2 hours. If you experience any discomfort or pain, inform the MRI operator immediately so that the scan be stopped. You will be able to communicate with the MRI operator via a two-way microphone. The MRI operator will be in constant contact with you. Throughout the entire MRI scan, you will be observed by a licensed MRI Technologist.

2. Unusual Results

The images or pictures created during the scope of this agreement are not intended to provide healthcare to you. However, if the results from the MRI show something unusual, a Radiologist trained in reading the pictures will look at them. The pictures will not contain any personal information except your age and pertinent medical history collected as part of the MRI safety screening process.

There will be no charge to you for having the Radiologist look at your pictures. CMRR will contact you if the recommendation is to further investigate the unusual results of the pictures with your own physician. However, further medical follow-up is not provided. Therefore, if the results do show something unusual, any medical follow up cost will be your responsibility and/or the responsibility of your health insurance carrier.

3. Consideration and Terms of Payment

University will pay _____ for all Services. This payment will be made via University check. University’s total obligation to you will not exceed the amount indicated without University’s prior, express written approval.

4. Taxes

University will generate a 1099-MISC for payments to you and will report such amounts to the IRS. You should contact your tax advisor with questions or for advice. University may be required to withhold state and federal taxes from compensation, such as, but not limited to, nonresident withholding tax, federal withholding on foreign nonresident aliens and federal backup withholding.

5. Termination

University may terminate this Agreement in whole or in part for its convenience. Upon notice of such termination, you will immediately stop participation. In the event of such termination, you will be entitled to payment, calculated on a pro rata or other equitable basis, for Services satisfactorily performed.

6. Choice of Law

This Agreement will be construed under Minnesota law, without regard for choice of law considerations, and the University’s policies and procedures. Any action arising out of this Agreement will be heard by a court in Minnesota. You consent to jurisdiction in Minnesota. This Agreement is the University and your entire agreement and understanding and replaces any prior or contemporaneous agreement, written or oral.

7. Independent Contractor

The relationship between parties is solely that of independent contractors, not partners, joint venturers, employees, agents or otherwise. Neither shall have any authority to bind the other in any manner, and shall not represent or imply that it has such authority. Each party will pay when due all required employment taxes and tax withholding and acknowledges that you are not entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise. Each party is solely responsible for the acts of itself, its employees and agents.

8. Responsibility

Subject to applicable law, including, with regard to the University, the Minnesota Tort Claims Act, each party will be solely responsible for all claims, actions, and direct damages caused by the responsible party's negligence, willful wrong-doing or breach of this Agreement.

For Individual

For Institution

_____ Date _____

_____ Date _____

CMRR Office Use

Vendor Authorization Completed ____ Enter Payment Voucher using 7204099 account code ____ Participation Agreement Scanned into REDCAP ____