

MEMORANDUM OF UNDERSTANDING
("Agreement")

BETWEEN:

THE HOSPITAL FOR SICK CHILDREN
555 University Avenue
Toronto, Ontario,
Canada M5G 1X8
("SickKids")

AND

MANIPAL ACADEMY OF HIGHER EDUCATION

'edu building' Madhav Nagar Manipal -576104

India

("Institution")

WHEREAS the Institution would like to provide observation experience for its staff (the "Observer(s)") as identified in Appendix A,

AND WHEREAS SickKids has agreed to provide observation experience for the periods agreed to in writing between the parties from time to time is interested in participating in the Program(s) of the Institution by providing observation experience for the periods agreed to in writing between the parties from time to time (each referred to as an "Observation"),

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound as follows:

ARTICLE 1 – TERM

1.1 This Agreement shall be effective as of 12 December 2022, for a period of one year ("Term"), unless terminated earlier in accordance with this Agreement.

ARTICLE 2 – PATIENT CARE

- 2.1 The Institution acknowledges and agrees that the Observation is subordinate to the patient care and service objectives of SickKids and that SickKids staff are the final authority for all aspects of integrating the Observation into SickKids.
- 2.2 SickKids agrees to take reasonable measures to advise patients and/or their legal guardians of SickKids' involvement in the Observation. The Institution acknowledges the right of a patient and/or their legal guardian to refuse to participate in the Observation.

ARTICLE 3 – ADMINISTRATIVE ARRANGEMENTS

- 3.1 The Institution may submit to SickKids a request for an Observation, including the objectives governing the Observation at SickKids. If applicable, such requests will be in accordance with Observation request timetables as set by the department at SickKids in which Institution is seeking Observation for its Observers.
- 3.2 For each Observation request, SickKids shall advise the Institution whether SickKids wishes to

provide such Observation. SickKids reserves the right, in its sole discretion, to refuse any Observation and to refuse any candidate for an Observation.

- 3.3 Subject to section 3.2, at least thirty (30) days prior to the commencement of the Observation, SickKids, at its sole discretion, shall determine the number of Observers selected to observe at SickKids and the dates and periods of their attendance. For each Observation request, the Institution shall provide the name of the candidate within a reasonable period prior to the Observation and SickKids retains the right to interview the Observation candidate at mutually agreed upon dates and times.
- 3.4 If applicable, the Institution agrees to pay SickKids the amount listed in Appendix A for each Learner placed at SickKids no later than thirty (30) days from the commencement of each Observation.
- 3.5 The parties will agree upon the exact duration of each Observation in advance.

ARTICLE 4 – RESPONSIBILITIES OF THE INSTITUTION

- 4.1 The Institution confirms that for the duration of the Observation:
 - a. all Observers shall be considered at all times to be students of the Institution, and
 - b. nothing in this Agreement shall be construed to create an employer/employee or agency relationship between the Observers and SickKids.
- 4.2 The Institution shall ensure that Observers:
 - a. are informed and aware that, even if they are regulated health professionals, they may not act in the capacity of a registered health professional,
 - b. have the required certifications, licenses and registrations listed in Appendix A, are capable of the skills to meet the requirements of the Observation, as determined by SickKids, and shall provide evidence of same upon request of SickKids,
 - c. are informed and aware that all Observers shall be subject to all rules, regulations, guidelines, policies and procedures of SickKids, including vaccination requirements (“SickKids Policies”) for the duration of the Observation and are required to comply therewith, and
 - d. are informed and aware of their responsibility for orienting themselves to SickKids, to the practice area and to SickKids Policies.
 - e. if applicable, are authorized to study in Canada in accordance with Canada’s Immigration and Refugee Protection Act and its related regulations, or any other statute subsequently passed to take the place of the said act or to amend the same.
- 4.3 The Institution acknowledges, understands and agrees that SickKids does not provide any health insurance, and in particular workplace safety and insurance, coverage or benefits, to any Observers of the Institution, in respect of any injuries suffered by them during the course of the Observation. The Institution shall obtain insurance coverage in respect of any Observers of the Institution for any injuries which the Observer may suffer during the course of their Observation, and upon request shall forward to SickKids evidence of such insurance at least thirty (30) days prior to the start of the Observation. The Institution further agrees to fully indemnify SickKids for any and all costs, including but not limited to legal fees and claims costs that SickKids may incur as a result of any workplace injury sustained by or claimed to be sustained by any Observer placed

at SickKids pursuant to this Agreement.

- 4.4 The Institution acknowledges that each Observer shall be required to sign an Observer Agreement, in substantially the same form attached hereto as Appendix B, between the Observer and SickKids and that failure of the Observer to sign and forward such agreement to SickKids prior to the start of the Observation may delay the start of the Observation or terminate the Observation without any recourse on the part of the Institution. Ownership of intellectual property developed by Observer during an Observation shall be in accordance with the terms of the Observer Agreement.
- 4.5 The Institution shall be responsible for providing appropriate advice to Observers placed with SickKids regarding the Observer Agreement and shall ensure that an agreement is signed and forwarded to SickKids prior to the start of each Observation.
- 4.6 Without limiting any rights or remedies to which SickKids is entitled, the Institution shall be responsible for enforcing disciplinary action against Observer who violate SickKids Policies and this Agreement. SickKids reserves the right to terminate the Observation of the Observer and/or remove the Observer from SickKids premises, if the Observer violates SickKids Policies, this Agreement, and/or the Observer Agreement.
- 4.7 The Institution shall advise SickKids of any changes to the objectives of the Observation at least fifteen (15) days prior to any such change.

ARTICLE 5 – RESPONSIBILITIES OF SICKKIDS

- 5.1 SickKids shall provide appropriate hospital resources, as determined in SickKids sole discretion, to meet the objectives of the Observation.
- 5.2 In addition to any other rights SickKids may have, SickKids has the right at any time to, a) delay the start of any Observation, b) terminate any Observation, c) disallow admittance to any Observer, or d) require immediate withdrawal of any Observer from SickKids premises because of the Observer misconduct.
- 5.3 SickKids shall provide Observers access to the SickKids cafeterias, use of SickKids library and, subject to availability, SickKids conference rooms.
- 5.4 SickKids shall provide an orientation covering certain legislated standards and SickKids Policies. SickKids staff supervising the Observers will provide an orientation for Observers to the practice area assigned and will inform Observers as to where and how to access SickKids Policies.
- 5.5 SickKids shall not be responsible for any financial cost to the Institution, Observers and, including but not limited to the cost of meals, uniforms, uniform laundering, accommodations, parking, transportation and emergency medical care.
- 5.6 SickKids reserves the right to conduct all levels of criminal checks on all Observer candidates proposed by the Institution.

ARTICLE 6 – CONFIDENTIALITY

- 6.1 The Institution acknowledges and agrees that its Observers may have access to certain information pertaining to SickKids, its staff and patients which is confidential and that any such information received by the Institution, whether from SickKids or from the Institution's Observers shall be kept in strictest confidence. Furthermore, the Institution acknowledges and agrees that privacy legislation

applicable to SickKids, including but not limited to *Personal information Protection and Electronic Documents Act* and *Personal Health Information Protection Act*, must be adhered to by the Observer and Institution. Accordingly, in the event that the Institution obtains or has access to any personal health information as a result of this Agreement, the Institution shall return or destroy such personal health information and shall make no use or disclosure of such personal health information. The Institution acknowledges and agrees that unauthorized use or disclosure of confidential information or personal health information is a serious offence and may result in immediate termination of this Agreement and in further legal action.

ARTICLE 7 – TERMINATION

- 7.1 This Agreement may be terminated by either party by giving sixty (60) days prior written notice.
- 7.2 Termination shall not relieve any obligation accrued prior thereto. In the event of termination, any payments associated with the Observation will be reconciled in accordance with the Payment Terms in Appendix A.
- 7.3 Termination or expiration of this Agreement shall not affect the survival and continuing validity of articles 6, 8, 9 and 10 hereof, nor any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

ARTICLE 8 – INDEMNITY AND INSURANCE

- 8.1 Each party assumes its liability for any losses, claims, damages, liability, expenses and costs (“Claims”) to the extent that such Claims arise out of its’ own activities or the activities of those for whom in law it is responsible. No party or its trustees, directors, officers, employees, and agents shall be liable to any other party for any Claims arising out of suits brought by the second party or made against the second party except to the extent caused by negligence or willful misconduct on the part of the first party.
- 8.2 To the extent that it maintains professional liability insurance and comprehensive general liability insurance for itself, its students, faculty, staff, and employees, the Institution shall provide evidence of such coverage by providing SickKids with a certificate(s) of insurance upon execution of this Agreement. The parties acknowledge and understand that SickKids’ professional liability insurance and comprehensive general liability insurance does not apply to clinical work performed by physicians, interns, residents, dentists or midwives at SickKids.

ARTICLE 9 – NOTICES

- 9.1 All notices, requests, directions, reports, or other documents that any of the parties hereto are required or may desire to deliver to any other party hereto must be in writing and may be delivered only by personal delivery or by registered or certified mail, or courier or facsimile, all postage and other charges prepaid, at the address for such party set forth in Appendix A or at such other address as any party may hereinafter designate in writing to the others. Mail shall not be used in the event of a postal disruption.

ARTICLE 10 – GENERAL TERMS

- 10.1 Except in its regular financial reporting, the Institution shall not use the name, logos, marks or photographs of SickKids without the express prior written consent of SickKids. Except in its regular financial reporting, SickKids shall not use the name, logos, marks or photographs of the Institution without the express prior written consent of the Institution.
- 10.2 This Agreement does not create a relationship of principal and agent, partnership, or joint venture

between SickKids and the Institution and, under no circumstances, is either party to be considered the agent of the other. No part of this Agreement may be assigned, delegated, transferred or subcontracted by any party without the prior written approval of the other party.

- 10.3 Waiver of any provision of this Agreement shall not be binding on either party unless agreed to in writing by both parties. Waiver of any provision of this Agreement shall not constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.
- 10.4 This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns. This Agreement, including its Appendices, shall constitute the entire Agreement between the parties, and shall supersede all prior written or oral agreements, understandings, negotiations, representations and warranties related to the same subject matter. This Agreement may not be amended except in writing and signed by the parties.
- 10.5 In the event that any part, article, clause, paragraph or subparagraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.
- 10.6 This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario, the federal courts of Canada and all courts competent to hear appeals therefrom.
- 10.7 This Agreement may be signed in counterparts, either through original copies or by facsimile or electronically, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the duly authorized officers of the Parties have the authority to bind the institution and hereto have executed this Agreement effective in accordance with Article 1 of this Agreement.

<p>THE HOSPITAL FOR SICK CHILDREN</p> <p>DocuSigned by: <i>Lara Pietrolungo</i> 45AFB06102844F6...</p> <hr/> <p>Lara Pietrolungo Director, International Education</p> <p>Date: 09-Dec-2022 12:50 PM PST</p>	<p>MANIPAL ACADEMY OF HIGHER EDUCATION</p> <p>DocuSigned by: <i>Dr. Karunakar Kotegar</i> 0BA9B30BBC1C48F...</p> <hr/> <p>Authorized Officer: Dr. Karunakar A Kotegar Title: Director International Collaboration</p> <p>Date: 21-Dec-2022 5:05 AM EST</p>
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Appendix A – Agreement Summary**Institution Name:** MANIPAL ACADEMY OF HIGHER EDUCATION**Programs:**

All programs eligible for an Observation at SickKids as determined by both parties - with the objective of providing to the Observer clinical exposure to a broad range of paediatric subspecialties.

Insurance:

Institution maintains insurance in accordance with Section 8.2 of the Agreement: Yes No

If NO, please provide an explanation:

Students will be required to obtain Personal health and Malpractice insurance to cover for duration of their observership at SickKids.

If YES, is a copy of the insurance certificate attached? Yes No

If NOT ATTACHED, please provide an explanation:

Payment Terms:

The Observers will pay the sum of \$ 750 /week in Canadian currency per Observer throughout the term of their Observation (“Observation Fee”). If SickKids decides to terminate an Observation or the Agreement or if a Observer chooses to cancel the remainder of their Observation, the Institution will be refunded on a pro-rated basis for the remainder of the applicable Observation Fee, up to a maximum of 50 percent of the total Observation Fee within sixty (60) days of SickKids’ receipt of the Institution’s invoice. Observation Fees are non-refundable for early termination or cancellation during a one-week Observation.

If no payment, please indicate “N/A”.

Addresses for Notices:

<p>If to SickKids:</p> <p>THE HOSPITAL FOR SICK CHILDREN 525 University Avenue, Suite 600 Toronto, Ontario, Canada M5G 1X8</p> <p>Attn: Director, International Education Phone: (416) 813-7602 Fax: (416) 813- 6520</p>	<p>If to Institution:</p> <p>MANIPAL ACADEMY OF HIGHER EDUCATION 'edu building' Madhav Nagar Manipal -576104 India</p> <p>Name: Director International Collaborations Phone: 820 29 23443/1 Fax: Email: director.intl@manipal.edu</p>
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Appendix “B” OBSERVER AGREEMENT

Prior to starting your observer experience (“**Observership**”) at The Hospital for Sick Children (“**SickKids**”) you are required to sign this Observer Agreement (“**Agreement**”). This Agreement describes your rights and obligations related to your Observership. By signing this Agreement, you agree with SickKids as follows:

1. Your Observership cannot compromise the patient care or service objectives of SickKids. You are not permitted to provide direct or non-direct patient care as part of your Observership. Each patient has the right to refuse to be a participant in your Observership.
2. You must:
 - a. comply with all rules, regulations, guidelines, policies, and procedures of SickKids, including but not limited to confidentiality, privacy, conflict of interest, code of conduct and communicable diseases policies (collectively, “**SickKids Policies**”), SickKids by-laws, and all applicable legislation; and
 - b. maintain appropriate behaviour, as designated by SickKids,for the duration of your Observership. SickKids has the right at any time to terminate your Observership, require you to leave its premises, or refuse you admission to its premises because of your conduct.
3. You shall wear any SickKids badge that is issued to you at all times while on SickKids premises to identify yourself as an observer.
4. You must respect the private and confidential nature of all hospital information, including without limitation patient records, and must maintain the privacy of all such information and records in accordance with the privacy laws of the Province of Ontario. You are not permitted to have independent access to patient information, computer and financial systems, or any other operating systems of SickKids. The confidentiality and privacy obligations created under this section shall survive termination or expiration of this Agreement.
5. You may not, at any time, bill SickKids or any third party for any activities carried out during your Observership.
6. Unless otherwise instructed by SickKids, it is a condition of your Observership that you provide SickKids with satisfactory immunization documentation as per SickKids Policies. This information must be completed prior to beginning your Observership. Failure to provide such documentation will delay your start date or terminate your Observership.
7. You acknowledge and agree that SickKids may conduct criminal checks prior to the start of your Observership, and you shall agree to provide all forms necessary for such criminal checks. The refusal to submit to a criminal check may delay your start date or terminate your Observership.
8. You acknowledge and agree that you are not, and shall not during your Observership be, an employee of SickKids for any purpose and therefore are not entitled to salary, benefits, reimbursement of expenses or other forms of compensation from SickKids. You are not, and shall not during your Observership be, covered under any Workplace Safety and Insurance Board (WSIB) insurance and are not covered under any form of liability insurance held by SickKids.



9. If at any time during your Observership you believe that you may have a real or perceived conflict of interest in any way connected with your Observership, then you must promptly disclose such conflict to SickKids.
10. You hereby release SickKids and its directors, officers, employees, privileged health care providers, and agents, from any responsibility or liability for any personal injury or bodily harm that you may incur, and any damage to or loss of property that you may incur, in connection with your Observership.
11. You acknowledge and agree that you are responsible for the following:
 - a. all financial costs you incur arising from your Observership, including, but not limited to, the cost of meals, uniforms, uniform laundering, accommodations, parking, transportation, and emergency medical care, attending SickKids orientation sessions, or orienting yourself to the SickKids Policies; and
 - b. meeting the required standards and obtaining the necessary certifications, registrations, and licenses applicable to your Observership as may be requested by SickKids.
12. You acknowledge and agree that all intellectual property you create while at SickKids, either on your own or with others, will be the property of SickKids. You agree to irrevocably transfer all of your rights, title and interest in and to such intellectual property to SickKids. You will waive any moral rights in favour of SickKids. You agree to sign and give SickKids any agreements, assurances, undertakings, acknowledgements, or other documents that SickKids may reasonably require relating to any intellectual property developed during, or in connection with, your Observership.
13. The duration and start date of your Observership will be mutually agreed upon between SickKids and you and/or your institution prior to the commencement of the Observership. Either of you or SickKids may terminate your Observership at any time and for any reason prior to the scheduled conclusion of the Observership by providing written notice to the other party. You acknowledge that there is no grievance, appeal, or other due process procedure available at SickKids to challenge the termination of an Observership.
14. To the extent applicable, following the end of your Observership, you may not provide care to SickKids patients and you will have no further contact with any patient.
15. You agree that this Agreement shall be construed, interpreted, and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

By signing this Agreement, you confirm that you have read, understood, and agree with the terms and conditions of this Agreement.

Observer Signature: _____

Print Name: _____ Date: _____

Home Address: _____