



**Sinai
Health**

Mount Sinai Hospital
Joseph & Wolf Lebovic Health Complex

COLLABORATION AGREEMENT
(the "Agreement")

THIS AGREEMENT made as of the ___ day of _____, 20__ (the "Effective Date"),

BETWEEN:

Sinai Health System (the "Institution")

- and -

National Neonatology Forum (the "Agency")

Background

A. The parties wish to collaborate on the initiative that is described in Schedule "A" (the "Initiative").

B. The collaboration will be carried out according to this Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

NATURE OF COLLABORATION

1. Roles.

- a) The Institution's role is described in Schedule "A".
- b) The Agency's role is described in Schedule "A".

2. Nature of Collaboration and Party Responsibilities.

- a) Schedule "A" sets out the details of the collaborative Initiative between the parties, including the goals/objectives that the parties wish to achieve in undertaking the Initiative.
- b) Schedule "A" lists, specifically, the responsibilities of each party in achieving the goals/objectives of the Initiative, including any financial or in-kind resources to be contributed by each party.

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KEY CONTACTS AND DECISION-MAKING

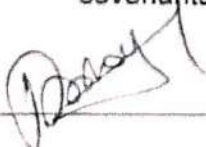
3. Key Contacts and Specified Personnel.

- a) Each party has identified a key contact in Schedule "A" who will have primary responsibility for ensuring that his/her party fulfills its obligations under this Agreement, including performance monitoring, organizational reporting, operational planning and dispute resolution. The key contact will be a senior staff member empowered to (i) exchange information with the other party to fulfill the purposes of this Agreement, (ii) provide approvals and consents on behalf of the party that are contemplated in this Agreement, and (iii) make recommendations to his/her CEO/Executive Director with respect to any unbudgeted expenditures of funds required.
- b) The key contacts will meet on a regular basis to determine steps that are required to perform or improve the Initiative. Any concerns or complaints will be first directed to key contacts, who may then escalate concerns or complaints according to the dispute resolution process in Section 18.
- c) Key contacts will have the authority to determine how the Initiative will be performed (consistent with the terms of this Agreement), including any procedures, processes, or forms to be developed.
- d) The parties acknowledge that continuity of the key contacts is integral to the success of the Initiative. However, either party may change its key contact on no less than 10 days' written notice to the other party.
- e) To the extent that either party has committed specific personnel, whether employees or contractors, to participate in the Initiative (in addition to the key contacts), they shall be identified on Schedule "A".


4. **Good Faith.** Each party shall act and cause its key contacts to act in good faith and in a reasonable manner to achieve the agreed upon goals/objectives. Each party shall ensure that its key contact collaborates and attends meetings where necessary, so as not to unreasonably delay any decision or action required to achieve goals/objectives of the collaboration.
5. **Conflict of Interest.** Each party shall identify in writing to the other party's key contact circumstances where there may be an actual, potential or perceived conflict between the interests of that party and the goals/objectives of the Initiative.
6. **Assessment.** The parties agree, through their key contacts, to cooperate and jointly prepare an evaluation of the outcomes of this Initiative during the term of this Agreement or upon its expiration or termination. This obligation survives the expiration or termination of this Agreement.

CORPORATE AUTHORITY

7. **Representations and Warranties.** Each party represents, warrants and covenants as follows and acknowledges and confirms that the other party is relying



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on such representations, warranties and covenants in the entering into of this Agreement:

- a) It has full power, authority and legal right to enter into and be bound by this Agreement, and covenants and agrees to perform and observe all the terms and conditions of this Agreement.
- b) The execution and delivery of this Agreement have been duly authorized by all necessary corporate action.
- c) This Agreement does not violate any applicable law or any of the party's constituting documents (incorporating documents, by-laws) or policies, or any other agreement to which it is a party.

LEGAL OBLIGATIONS

8. **Standard of Care.** In performing its responsibilities under this Agreement, each party agrees to act:

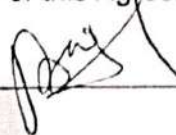
- a) in good faith, in compliance with all applicable laws;
- b) in a conscientious and professional manner to the best of its skill and knowledge, with the competence of professionals undertaking similar responsibilities; and
- c) to the extent while on each other's premises, in accordance with the other's safety, health and security rules.

9. **Confidentiality.**

a) The parties acknowledge that Confidential Information (defined below) may be exchanged between them for the purposes of fulfilling their obligations under this Agreement. The parties will not disclose personal health information of any identifiable individuals unless the individual so identified expressly consents to such disclosure. The party disclosing its Confidential Information is the disclosing party; the party receiving the disclosing party's Confidential Information is the receiving party.

b) "**Confidential Information**" of a party means all information and data, in whatever media or form, whether written or oral, that is directly or indirectly disclosed to the other party under this Agreement, including but not limited to financial information, trade secrets, intellectual property, strategies and technical information, provided the information is either (i) not generally known by or available to the public or (ii) marked "private", "proprietary", "restricted", "confidential" or otherwise marked so as to indicate confidentiality. Personal health information is Confidential Information for the purposes of this Agreement.

c) The receiving party agrees that, except as required to perform its responsibilities under this Agreement, it will not disclose to any other person any Confidential Information that belongs to the disclosing party and that becomes known to it as a result of its involvement under this Agreement. This obligation survives the termination or expiration of this Agreement.



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d) At the termination or expiration of this Agreement, either party may require the return or documented destruction of its Confidential Information.

e) Notwithstanding the foregoing, neither party shall have any obligation with respect to any Confidential Information of the disclosing party that:

i) is documented as already being in the receiving party's possession without burden of confidentiality; or

ii) is or becomes publicly available or public knowledge through no fault of the receiving party.

f) Notwithstanding paragraph (c), the receiving party may disclose Confidential Information of the other party pursuant to the lawful requirement of a court or government agency of competent jurisdiction without condition of confidentiality, provided that the receiving party notifies the disclosing party in advance so that the disclosing party may have an opportunity to seek a protective order against such disclosure.

10. Ownership.

a) Each party's Confidential Information remains the property of the disclosing party, and the receiving party obtains no right, title, license or other rights to that Confidential Information under this Agreement.

b) Any materials that are jointly developed by the parties under this Agreement, including any publications, website materials, processes, or forms, will be jointly owned by the parties. Either party is entitled to use the jointly developed materials:

i) during the term of this Agreement for the purposes of the Initiative;

ii) after the expiration or termination of this Agreement, for its own purposes; or

iii) at any time, if the use relates to commercialization of the jointly developed materials, only with the written approval of the other party.

11. Publication Rights. Either party may publish about its experiences relating to the Initiative, provided that the other party (a) has an opportunity to review the publication in advance and provide feedback, which feedback will be given due consideration by the publishing party, (b) is credited in the publication for its contributions to the Initiative, and (c) provides consent relating to the initiative.

12. Workplace Safety. The Institution shall make all payments required under the *Workplace Safety and Insurance Act* (Ontario).

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TERM AND TERMINATION

13. **Term.** This Agreement commences on the Effective Date (as set out on the first page) and shall expire on the first anniversary of the Effective Date. The parties may renew this Agreement in writing for additional one (1) year terms.
14. **Termination.** Either party will be entitled to immediately terminate this Agreement without further notice or penalty in the following circumstances:
- a) the failure of either party to carry out a material duty or obligation under this Agreement, which default is not cured to the satisfaction of the non-defaulting party within ten (10) days of providing notice in writing to the defaulting party detailing the nature of the default;
 - b) the bankruptcy or insolvency of the other party or if the other party seeks the protection of any law for bankrupt or insolvent debtors;
 - c) if either party provides the other with thirty (30) days' written notice of termination; or
 - d) mutual agreement of both parties to terminate the Agreement.

ALLOCATION OF RISK BETWEEN PARTIES

15. General Limitation of Liability.

a) It is the intention of the parties not to hold each other liable (including each other's directors, officers, employees and agents) or pursue civil (court) remedies for any error in judgment or any act or failure to act, as long as the party who made the error or acted or failed to act can demonstrate:

- i) good faith;
- ii) its actions were within the expectations, responsibilities and authorities set out in this Agreement; and
- iii) its actions do not constitute wilful misconduct or reckless disregard of duties.

This limitation of liability does not apply to any proceeding brought by a third party.

b) Neither party shall be liable to the other, whether arising under statute, common law, contract, tort (including negligence), strict liability, indemnification or any other theory of liability or cause of action, for any indirect, special, incidental, consequential, exemplary or punitive damages of the other party, including without limitation damages due to business interruption or lost profits or failure to realize expected savings, even if the party has been advised of the possibility of such loss or damage in advance.



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16. **Insurance.** The Institution shall at its own expense carry and maintain the following insurance policies throughout the term of this Agreement.

i) **All Risks Insurance.** Insure and keep insured or caused to be insured and kept insured its lands and buildings in accordance with policy terms and conditions of a standard "all risks" policy against fire and other peril from time to time customarily included in policies applicable to similar properties and effective in Ontario by prudent owner, without limitation.

ii) **General Liability Insurance.** Maintain comprehensive general liability insurance until midnight on the last day of the Term, against claims for bodily injury, death or property damage or loss arising out of all of its operations, to an amount of not less than Five Million Dollars (\$5,000,000.00) in respect of any one accident or occurrence.

iii) **Professional Liability (or Errors and Omissions Insurance).** Maintain errors and omissions liability insurance, insuring liability for errors and omissions in the performance of its obligations under this Agreement, in the amount of not less than Five Million Dollars (\$5,000,000.00) per claim and in the annual aggregate.

b) The foregoing insurance provisions shall not limit the amount or type of insurance otherwise required by law. It shall be the sole responsibility of each party to determine the nature and extent of any insurance coverage that is necessary and advisable for its own protection or to fulfill its obligations under this Agreement.

17. **Costs/Expenses.** Each party is responsible for any expenses incurred by it in performing its responsibilities under this Agreement, including the expenses of preparing this Agreement.


DISPUTE RESOLUTION

18. **Dispute Resolution.**

a) **First Level Dispute Resolution.** All matters to be decided or agreed upon by the parties under this Agreement and all disputes which may arise with respect to any matter governed by this Agreement shall first attempt to be mutually decided or resolved by the key contacts. Either party may send a notice (which shall detail the nature of the dispute and any section of this Agreement that is alleged to be in default) to the key contacts requiring that such individuals meet within thirty (30) days to attempt to resolve the dispute.

b) **Reference to CEO/Executive Director.** If the key contacts are unable to resolve any dispute referred to them within thirty (30) days of such referral, the matter shall be referred by a notice sent to the CEO/Executive Director of each party, requiring the CEOs/Executive Directors to meet face-to-face over the next thirty (30) days to attempt to resolve the dispute.

LEGAL RELATIONSHIP



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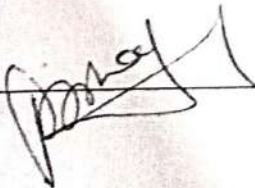
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19. **Relationship.** Nothing in this Agreement constitutes the Institution and the Agency as partners or joint venturers, nor shall either party hold itself out as an agent of the other party or create any contract, agreement or obligation on behalf of the other.

GENERAL TERMS

20. **Publicity.** No public announcement or notice about this Agreement may be made by either party without the approval of both parties, such approval not to be unreasonably withheld or delayed. This prohibition shall not apply to any announcement or notice of any information that was contained in a public announcement or notice previously approved by both parties and shall not apply to any announcement or notice that is required by any applicable law.
21. **Assignment/Subcontracting.** Neither party will be entitled to assign this Agreement without the prior written consent of the other party. Neither party may subcontract all or any part of its responsibilities without the prior written consent of the other, which may be unreasonably withheld.
22. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
23. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario.
24. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by personal delivery/courier or registered mail to the other party at its address indicated on the first page. The notice shall be deemed to have been delivered on the day of personal/courier delivery or on the fifth day following mailing. Notices shall be directed to the attention of the key contacts.
25. **Severability.** Each of the provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision will not affect the validity or enforceability of any other provision of this Agreement.
26. **Waiver.** The failure of either party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement shall not constitute a waiver of these rights, and these rights shall continue in full force and effect.
27. **Force Majeure.** Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, labour difficulties, war, or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. If, however, a party's performance is delayed for more than one (1) month from the date of such circumstances arising, either party may terminate this Agreement on written notice to the other.



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28. **Entire Agreement.** This Agreement, including Schedule "A", contains all of the agreements, representations and understanding of the parties and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof.
29. **Amendments.** Any amendment to this Agreement must be in writing and signed by duly authorized officers of each party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.
31. **Exchange of trainers.** NNF will disseminate the advertisement and will collaborate / coordinate with Mount Sinai in conducting interview in the agreed format. Candidate will be selected as per the needs of Mount Sinai after due diligence by selected committee. Selection committee will compose of two Mount Sinai and two NNF representatives.

This Agreement is agreed to as described between the Institution and the Agency.

SINAI HEALTH SYSTEM



Signature

Prof Prakesh S Shah

Name

Pediatrician-In-Chief, Sinai Health System

Title

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President



NATIONAL NEONATOLOGY FORUM

Signature

Secretary General



National Neonatology Forum

Name

, Neonatology Forum of India

Title



SCHEDULE "A" INITIATIVE DETAILS

Section 1.a) – Nature of the Initiative

The intention of this Initiative between the Institution, Sinai Health System ("SHS") and the Agency, Neonatal Forum of India ("NNF") is meant to mutually benefit the parties. SHS has an International Neonatal Fellowship Program ("INFP"), and trainees from India desiring to further their knowledge and experience overseas will be offered one-year or two-year supervised fellowships at the Neonatal Unit at Mount Sinai Hospital, Toronto, Ontario, Canada. During the fellowship, Trainees will maintain an electronic portfolio of skills and will go through an appraisal process.

Section 2.a) – Goals/Objectives

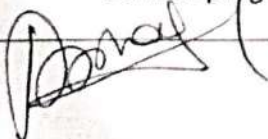
The goal of the initiative is that Trainees will be able to improve the care of newborns in India upon their return.

Section 2.b) – Institution Specific Responsibilities and Contributed Resources (Financial/In-Kind)

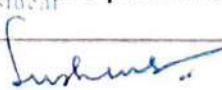
1. SHS will communicate all the terms and conditions herein of selection of candidates for the Initiative with NNF before starting its selection process. Any changes and modifications to such terms and conditions shall also be provided to the designated NNF functionary before selecting any candidate based on amended terms and conditions.
2. SHS will update the NNF on the progress of the Initiative, especially regarding any performance issues of individual Trainees once hired. The terms and conditions that govern the Trainees will be articulated in letters of employment between the Trainee and SHS.
3. Annual salary equivalent to what is being paid to a Canadian Trainee of similar qualification and appointed to similar position according to rate agreed at the Department of Pediatrics, University of Toronto. The initial contract will be for one year with possible extension for a second year based on performance of the candidate, to be determined in the sole discretion of SHS.

Section 2.b) – Agency Specific Responsibilities and Contributed Resources (Financial/In-Kind)

4. NNF will (i) provide a platform for attracting talented and certified doctors via its network, (ii) provide support to the interview process, and (iii) assist in the selection of Trainees.
5. NNF will provide access to its pool of members for selection by SHS for its INFP.
6. NNF will provide a platform to SHS for the purpose of identifying/selecting qualified trainee neonatologists for the INFP through its various training and contact programs. NNF will advertise positions via its newsletters and its online



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portal. During interviews, NNF will provide assistance and support for a smooth and seamless recruitment process.

7. An NNF senior member will aid in the selection of candidates, Candidate will be selected as per the needs of Mount Sinai after due diligence from selected committee. Selection committee will compose of two Mount Sinai and two NNF representatives. Advertising and interviews should follow timelines required to allow SHS to process international trainees for a July 1st start date. Optimally, final selection of candidates should be completed by September 30th of the preceding year for a July 1st start date the following year.

Section 2.b) – Joint Responsibilities of NNF and MHS and Trainees

1. Both NNF and SHS will continue working to identify areas through which this Initiative can be extended.
2. Both NNF and SHS will promote the exchange of knowledge by identifying and inviting faculties from amongst their members for training and/or for collaborative research programs in Neonatology.
3. Neonatal Trainees from SHS will, three times in a year, (or twice a year upon mutual agreement), help conduct workshops/teaching sessions via electronic media (webinar) in India. These webinars may be provided by Trainees or by Trainees in conjunction with SHS.
4. Trainees will function in accordance with their capacity and skills, as determined by SHS, at both Senior Resident and Fellow levels to provide clinical coverage in the Neonatology Unit. Trainees will work with a multidisciplinary team under the supervision of the Neonatologist in charge of the unit. Duties of Trainees will include night on-call shifts in accordance with regulations stipulated by Professional Association of Residents of Ontario (PARO) in accordance with other fellows in INFP.
5. Although Trainees are not required to pass any exams or complete any certifications before initiating their fellowship, Trainees will be subject to a Pre-Entry Assessment Program ("PEAP") upon the completion of their first three months of fellowship to be eligible to continue within the INFP. Details are in attached "Appendix A".
6. Trainees will be registered as a "Subspecialty Trainee" with the University of Toronto. The INFP is not an accredited training program through the Royal College of Physicians and Surgeons of Canada for the purpose of certification for becoming a Fellow of the Royal College of Physicians and Surgeons of Canada. Further information on requirements for initiation and continuation are in the attached "Appendix A".
7. Trainees are eligible for four weeks of vacation and four weeks of elective placement with hospitals affiliated with SHS during the year.
8. Trainees will be responsible for completing all paperwork necessary for registration with the College of Physicians and Surgeons of Ontario;



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Postgraduate Medical Education, University of Toronto; and Canadian Medical Protective Association. The SHS administration at its Department of Pediatrics will assist with facilitating the paperwork process. Trainees should commence preparation of all required registrations and paperwork eight to nine months in advance of the date of their training offer. Trainees will be responsible for all expenses that they will incur in obtaining these registrations.

9. Trainees will be responsible for their travel and accommodation expenses.

Section 3.a) – Key Contact for Institution

Dr. Prakesh S Shah
Pediatrician-in-Chief,
Sinai Health System
Room 19-231, 600 University avenue
Toronto M5G 1X5
Ontario Canada

Section 3.a) – Key Contact for Agency

Dr
- National Neonatology Forum of India (20).



Secretary General
[Signature]
National Neonatology Forum

President
[Signature]
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Acknowledgment	
Institution	Agency

[Signature]

Appendix A

Documents and registrations required for starting and maintaining fellowship

A registration package will be sent to selected trainees from the University of Toronto, Postgraduate Medical Education office (416-978-6976, http://www.pgme.utoronto.ca/Contact_Us.htm) detailing the steps you must follow in applying for your license with the College of Physicians and Surgeons of Ontario, coverage with the Canadian Medical Protective Association and if applicable work permit / VISA. Please note that regardless of the country in which trainees currently reside, as an incoming health care professional, trainees will be expected to have a physical examination performed by a physician designated through your local Canadian Consulate. The charge associated with this examination will not be reimbursed by the Hospital. (http://www.pgme.utoronto.ca/programs/Training_Program_Descriptions.htm)

Source Verification:

Please be advised that the College of Physicians and Surgeons of Ontario (CPSO) requires all international medical graduates (IMGs) to complete source verification of their medical degree through physiciansapply.ca, website: <http://physiciansapply.ca/>. Verification can take several months to complete - Please start the process right away.

Pre-Entry Assessment Program (PEAP):


ALL TRAINEES from non-Canadian or American programs are subject to a 4-12 weeks of "Pre Entry Assessment Program" (PEAP). This is required by the College of Physicians and Surgeons of Ontario (CPSO). During this time, the trainee will have full clinical privileges but will undergo an "on the job" assessment. No examinations are required: this is a practical assessment of skills and level of function. Successful completion of this assessment program is mandatory in order to continue with your fellowship. The CPSO will issue a Postgraduate Educational license upon successful completion of the PEAP. Trainees who are unsuccessful in this program CANNOT continue their fellowship.

For further information on PEAP please visit
[http://www.pgme.utoronto.ca/sites/default/files/public/Current_Trainees/PGME_eBook.p](http://www.pgme.utoronto.ca/sites/default/files/public/Current_Trainees/PGME_eBook.pdf)
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