



Terms and conditions

1. The organizer is not authorized to act on behalf of the Foundation. The Foundation is not a partner or sponsor and does not endorse any of the goods or services used by the organizer.
2. The organizer agrees to appoint someone who will act as a contact person for the Foundation.
3. The organizer must keep the Foundation informed of any changes regarding the activity. The Foundation reserves the right to refuse any change that significantly alters the nature of the Activity initially planned and accepted by the Foundation, or the risks associated with said Activity. The parties agree to keep each other informed of the activity's financial progress, at a frequency to be determined between them.
4. The Foundation reserves the right to be present at the activity.
5. The organizer agrees to share with the Foundation the lists of partners and sponsors who will be solicited in order to prevent repeat solicitations that could be detrimental to the efforts of the partners/organizers, as well as those of the Foundation.
6. The organizer must take out their own third-party liability insurance coverage. This insurance must cover all activities related to the activity. The Foundation may ask the organizer to provide proof of insurance to ensure this obligation has been met.
7. Depending on the type of activity the Foundation may require that the organizer have each participant sign a disclosure of risks and release form approved by the Foundation. The Foundation can provide the organizer with a sample form upon request.
8. The organizer cannot open any bank accounts using the name of the Foundation or its registration number.
9. The organizer agrees to inform its donors, participants, and partners of the applicable payment methods.
10. The organizer agrees to comply with all applicable federal, provincial, and local laws and regulations, to obtain all required permits, and to take all reasonable steps within its purview to ensure that nothing will tarnish or risk tarnishing the widespread and recognized image or reputation of the Foundation and/or its directors, officers, employees, agents, and volunteers (collectively, the "Affiliated Parties").
11. The organizer expressly acknowledges and agrees that neither the Foundation nor its Affiliated Parties shall be liable in any way or to any person for the organizer's actions or inaction with respect to the activity.
12. The organizer agrees to release, indemnify, defend, and hold harmless the Foundation and its Affiliated Parties from and against any and all faults, suits, claims, demands, liabilities, expenses, damages, and costs (including

all reasonable judicial or extrajudicial costs and fees) arising from or in any way related to the activity.

13. The Organizer, in accordance with Bill 25 on the use of personal information, commits to reasonably communicate with the individuals involved and to avoid any excessive communication.
14. The Foundation can order the organizer to put an end to the activity if maintaining the relationship with the organizer is not aligned with the Foundation's goals or is liable to harm or compromise the mission, values, programs, activities, public relations strategies, autonomy, integrity, ethics, or reputation of the Foundation or CHU Sainte-Justine, or if the latter party fails to respect the terms and conditions set forth in this commitment.
15. In all cases, the organizer will be required to transfer to the Foundation all monies raised on behalf of the Foundation, to cease using the Foundation's name, logo, and brand, and to cease all promotion of the activity.
16. As a general rule, the funds raised in connection with the activity will be dedicated to the Foundation's general fund.
17. If the Foundation agrees to designate the sums for a specific purpose, they will be subject to the applicable levies:
 - 5% to priority innovation projects identified by CHU Sainte-Justine and its Research Centre and subsequently approved by the Foundation (not applicable where designated for general research), in accordance with its rules of governance;
 - 10% to increase the Foundation's capacity to collect and distribute funds for CHU Sainte-Justine priorities and to cover some of its own administrative costs;
18. Nevertheless, it is understood that the priorities and needs of the Foundation and CHU Sainte-Justine, which it supports, may change over time, for example, as a result of scientific advances or organizational changes. In such a case, using the amounts collected based on their designation may, in the joint opinion of the Foundation and CHU Sainte-Justine, become inappropriate, unrealistic, impossible, or irrelevant. If the Foundation determines that a revised designation is necessary, it may allocate some or all of the amounts collected for other purposes, provided they reflect, to the best of the Foundation's ability, the substance of the organizer's original intent, as determined by consulting with the organizer where possible.

