



## Applicable terms and conditions

### 1. Obligations of the organizer :

- 1.1 The organizer is solely financially and logistically responsible for conceptualizing, organizing and holding the activity, for which the Saint-Justine UHC Foundation (the “**Foundation**”) acts solely as a third-party beneficiary. The activity is and remains at all times under the exclusive direction and control of the organizer.
- 1.2 The organizer is not authorized to contract on behalf of the Foundation or otherwise bind the Foundation. The Foundation is not a sponsor of the activity and does not in any way endorse the goods or services sold in the context of the activity.
- 1.3 In view of contributing to the success of the activity, the organizer is authorized to solicit individuals and businesses by highlighting that the activity is for the benefit of the Foundation.
- 1.4 In addition to exercising caution and discernment within the framework of the activity, the organizer must comply with all applicable laws and regulations and obtain all permits required in the context of the activity.
- 1.5 The organizer must take all reasonable steps within its purview to ensure that nothing will tarnish or risk tarnishing the widespread and recognized image or reputation of CHU Sainte-Justine, the Foundation and/or of their respective directors, officers, employees, volunteers, independent contractors, sponsors, partners, subcontractors, agents and all their assigns.
- 1.6 The organizer agrees to appoint someone who will act as a contact person for the Foundation.
- 1.7 The organizer must keep the Foundation informed of any changes to the activity. The Foundation reserves the right to refuse any change that significantly alters the initially approved activity, or the risks associated with said activity. The organizer must keep the Foundation informed of the financial progress of the activity, according to a frequency to be determined by the Foundation.
- 1.8 After it has taken place, the organizer must provide the Foundation with an overview of the activity (*on page 15 of this guide*), including the number of participants, a full list of sponsors, and, where possible, photos of the activity. The Foundation reserves the right to publish this information, in whole or in part, on its website and social media channels.
- 1.9 The organizer must hold its own civil liability insurance coverage covering damage and loss to persons and property caused by the organizer, its directors, officers, employees, volunteers, promoters, independent contractors, sponsors, partners, subcontractors, agents as well as all its beneficiaries in connection with the activity.

- 1.10 Proof of insurance must be provided to the Foundation by the organizer at least ten (10) days before the activity takes place. The Foundation must be notified at least 24 hours following the termination, suspension or modification of said policy.
- 1.11 Depending on the nature of the activity, the Foundation may require the organizer to have each participant sign the risk disclosure and release form provided by the Foundation.
- 1.12 The organizer must safeguard the confidentiality of all confidential information it may have access to via the Foundation in the context of the Agreement. Among other things, the organizer must ensure that it puts in place adequate protections under the law and generally recognized principles of protection of personal information.
- 1.13 In the event the organizer chooses to cancel or abandon the organization of the activity, he must notify the Foundation as soon as possible.

## **2. Donor, participant, partner and sponsor management**

- 2.1 Prior to any solicitation, the organizer must share its lists of partners and sponsors who will be solicited for the activity to prevent repeat solicitations that could be detrimental to the efforts of the organizer and the Foundation.
- 2.2 The management of personal information of donors and participants of the activity must be managed in accordance with applicable laws and regulations. Among other things, Appendix C or D of the Agreement contains clauses that the Parties must include in their materials in order to meet their obligations, where appropriate (*on page 11 of this guide*).
- 2.3 The organizer undertakes to communicate reasonably with donors and participants, and to avoid excessive communication.

## **3. Financial terms**

- 3.1 The organizer assumes full financial and logistical responsibility for the design, organization and staging of the event, unless otherwise agreed.
- 3.2 The organizer cannot open any bank account using the name of the Foundation or its registration number.
- 3.3 The organizer undertakes to inform its donors, participants and partners of the applicable payment methods.
- 3.4 The organizer must establish a financial target for the activity.
- 3.5 The Objective includes:
  - gross sponsorship earnings;
  - gross earnings related to the activity;

- (the gross sponsorship earnings and the gross earnings together referred to as the “**Gross Earnings**”)
  - donations related to the activity (the “**Donations**”).
- 3.6 The “**Net Proceeds**” related to the activity are based on the Gross Earnings, minus any expenses incurred in connection with the activity. Together, the Donations and Net Proceeds constitute the “**Revenues**” of the activity.
- 3.7 At least four (4) weeks prior to the activity, the organizer must provide the Foundation with a detailed budget for the activity (*on page 15 of this guide*), respecting a ratio of 20% (expenses must not exceed 20% of the Gross Earnings). This budget must be updated as needed.
- 3.8 All expenses related to the activity will be paid from the Gross Earnings.
- 3.9 The organizer must, regardless of the Objective of the activity, Remit all Revenues to the Foundation by issuing a cheque that includes the name of the activity, made out to the Sainte-Justine UHC Foundation and accompanied by a Financial Summary such as the one contained *on page 15 of this guide*, no later than thirty [30] days after the activity has ended;
- 3.10 If the organizer anticipates that it will not be able to meet the Objective it set upon signing the Agreement, it must notify the Foundation as soon as possible, at least three weeks prior to holding the activity.

#### **4 Designation of sums collected as part of the activity:**

- 4.1 Generally, the sums collected in connection with the activity are used for the purposes pursued by the Foundation.
- 4.2 If the Foundation agreed to designate the Revenues for a particular purpose, they will be subject to the applicable levy.
- 4.3 Nevertheless, it is understood that the priorities and needs of the Foundation and CHU Sainte-Justine that it supports may change over time, for example, as a result of scientific advances or organizational changes. In such a case, the use of the Revenues in accordance with the Designation could become, in the joint opinion of the Foundation and of the concerned individuals at CHU Sainte-Justine, inappropriate, unrealistic, impossible, or no longer relevant. If the Foundation determines that a revised designation is necessary, it may allocate some or all of the Revenues to other purposes, provided that 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.

#### **5 Liability and indemnification**

- 5.1 The organizer expressly acknowledges and agrees that neither the Foundation nor its directors, officers, employees, volunteers, independent contractors, sponsors, partners, subcontractors, agents and all of their assigns (the “**Affiliated Parties of the Foundation**”) will be liable in any

manner whatsoever to any person for the acts or omissions of the organizer and the persons for whom it is liable.

- 5.2 The organizer therefore assumes its own liability and that of the persons for whom he is responsible and agrees to use his own insurance coverage for all losses, fees, costs, damages and expenses that they may suffer or for which they could be held liable pursuant to any pursuit, claim, demand or judgement, made, instituted or rendered against them in the context of the activity.
- 5.3 The organizer undertakes to defend, indemnify and take up the cause of the Foundation and the Affiliated Parties of the Foundation with respect to all losses, fees, costs, damages and expenses (including all judicial and extrajudicial costs and fees) pursuant to any pursuit, claim, demand or judgement resulting from or arising out of or in connection with the activity.

## **6 Foundation resources**

6.1 The Support section *on page 4 of this guide* presents the resources made available to the organizer by the Foundation in the context of the activity. The organizer agrees that these resources are made available to it on a voluntary basis by the Foundation.

6.2 The Foundation will recognize the organizer's generosity in accordance with the recognition rules in effect.

6.3 The Foundation reserves the right to be present at the event.

## **7 Withdrawal of authorization to carry on business**

7.1 The Foundation may, at its complete and entire discretion, upon simple notice and without prejudice to its other recourses, withdraw its authorization to hold the activity and/or require the organizer to put an end to the activity, including if maintaining the relationship with the organizer is not in keeping with the Foundation's purpose or could 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 organizer fails to comply with the applicable terms and conditions.

## **8 Effect of the end of the relationship between the organizer and the Foundation**

8.1 Following the termination of its relationship with the Foundation for any reason whatsoever, the organizer must :

- (a) remit to the Foundation all Proceeds up to the date of termination;
- (b) cease all promotion of the activity;
- (c) cease using, remove, and destroy all Promotional Material; and
- (d) cease using the Foundation name, logo, and official mark.

8.2 Under no circumstances will the Foundation be required to return all or part of any amount already received.

## 9 General provisions

- 9.1 The signed agreement and the Guide describe the entire agreement between the organizer and the Foundation with respect to its purpose. It cancels and replaces all prior negotiations, discussions and verbal or written agreements between the Parties relating to its object.
- 9.2 In the event that any provision of the agreement is unenforceable (in whole or in part and for any reason), then the unenforceability of such provision will not affect the enforceability of the remaining provisions hereof, which shall be construed so as to preserve the enforceability of the agreement (to the extent such other interpretations are applicable).
- 9.3 The signed agreement and the Guide are binding on the organizer and the Foundation and their respective assignees, successors and assigns. It may not be amended, modified or assigned in whole or in part without the written consent of the organizer and the Foundation.
- 9.4 Provisions of the signed agreement and the Guide that expressly or implicitly provide for their performance after the termination or expiration of the signed agreement will survive the termination or expiration of the signed agreement until such provision has been fully executed.
- 9.5 The signed agreement and the Guide are governed by and shall be construed in accordance with the laws in force in the Province of Quebec, Canada, to the exclusion of any conflict of laws rules or other principles that may lead to the application of foreign laws. The organizer and the Foundation agree that the courts of the Province of Quebec (judicial district of Montreal) shall have exclusive jurisdiction to resolve any dispute or controversy that may arise between them. Notwithstanding the foregoing, the organizer and the Foundation agree to attempt to resolve any dispute through good faith negotiations and agree to seek confidential mediation before litigating any unresolved dispute between them.
- 9.6 Any notice or communication provided for under the signed agreement must be given in writing and transmitted to its addressee at the coordinates indicated in the signed agreement (or at any other coordinates that the party concerned may indicate by notice given in accordance with this article). A notice is presumed to have been received on the business day following its transmission if sent by e-mail (with acknowledgement of receipt); five (5) business days after the date it was mailed, unless there is an interruption in postal services, or on the business day following its delivery, if delivered by courier with acknowledgement of receipt.
- 9.7 The Agreement (including any amendments and notices thereto) may be executed and delivered in any number of counterparts, by any means, including electronic means, with the same effect as if all parties had executed and delivered the same document, and all counterparts shall be construed together as one original and shall constitute one and the same agreement.

