



Applicable terms and conditions

1. **Organizer's activity.** Unless agreed otherwise, the organizer is solely financially and logistically responsible for the development, planning, organization, and of the conduct and progress of 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.
2. **Foundation and organizer.** 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. Invoices must be issued to the organizer, who remains solely responsible at all times for payment to the contracted supplier or service providers.
3. **Behaviour and compliance.** The organizer must make all reasonable effort to comply with applicable laws and regulations and to act in a way that preserves the image and reputation of the Foundation, CHU Sainte-Justine and their respective and their representatives, employees, volunteers, partners and assigns (together "**the Foundation and its entourage**").
4. **Solicitation.** 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. 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.
5. **Contact person.** The organizer agrees to appoint someone who will act as a contact person for the Foundation.
6. **Changes to the activity.** 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. In the event the organizer chooses to cancel or abandon the organization of the activity, he must notify the Foundation as soon as possible.
7. **Overview of the activity.** After it has taken place, the organizer must provide the Foundation with an overview of the activity (*on page 14 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.
8. **Insurance.** 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. 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.

9. **Risk disclosure.** 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.
10. **Confidential and personal information.** 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. 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 10 of this guide*).
11. **Communications.** The organizer undertakes to communicate reasonably with donors and participants, and to avoid excessive communication.
12. **Bank account.** The organizer cannot open any bank account using the name of the Foundation or its registration number.
13. **Payment methods.** The organizer undertakes to inform its donors, participants and partners of the applicable payment methods.
14. **Objective.** The organizer must establish a financial objective for the activity. 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**”).

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.

15. **Terminology.** 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.
16. **Estimated budget.** At least four (4) weeks prior to the activity, the organizer must provide the Foundation with a detailed estimated budget for the activity (*on page 14 of this guide*), respecting a ratio of 20% (expenses must not exceed 20% of the Gross Earnings). This budget must be updated as needed.

17. **Expenses.** All expenses related to the activity will be paid from the Gross Earnings.
18. **Remittance of amounts.** 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 14 of this guide*, no later than thirty [30] days after the activity has ended;
19. **Use of amounts.** Generally, the sums collected in connection with the activity are used for the purposes pursued by the Foundation.
20. **Levy.** If the Foundation agreed to designate the Revenues for a particular purpose, they will be subject to the applicable levy.
21. **Reference to designation.** In all communications/promotional material related to the activity, the organizer must refer to the designation as agreed to with the Foundation **without any alterations.**
22. **Variation of designation.** Nevertheless, 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.
23. **Liability.** The organizer assumes full responsibility for the activity. The Foundation and its entourage are not responsible for the actions or omissions of the organizer and of persons for whom he is legally responsible or for those the persons who participate in any way in the activity. It is also not responsible for any damages, costs, claims or lawsuits related to the activity.
24. **Indemnification.** The organizer undertakes to defend, hold harmless and take up the cause of the Foundation and its entourage with respect to any damage, cost, claim or lawsuit related to the activity.
25. **Foundation resources.** 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.
26. **Recognition.** The Foundation will recognize the organizer's generosity in accordance with the recognition rules in effect.
27. **Presence.** The Foundation reserves the right to be present at the event.

28. **Withdrawal of authorization.** The Foundation, acting reasonably, may, at its discretion, unilaterally and without waiving its other remedies, withdraw its authorization to hold the activity for any reason whatsoever.
29. **Examples of reasons.** The fact that the organizer fails to comply with the applicable terms and conditions or that the Foundation considers that maintaining the relationship with the organizer is not in keeping with the Foundation's *raison d'être* 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 constitutes such a reason.
30. **Obligations following termination.** 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.
31. **No return of any amount.** Under no circumstances will the Foundation be required to return all or part of any amount already received.
32. **Titles.** The titles of the sections and articles are inserted for convenience of reference only and may not be used for interpretation of the Guide.
33. **Entire agreement.** The signed agreement and the Guide constitute the entire agreement between the organizer and the Foundation, replacing all prior discussions or agreements, whether verbal or written, regarding its subject matter.
34. **Successors, third party beneficiaries, modifications and assignment.** The signed agreement and the Guide are binding on the organizer and the Foundation and their respective assignees, successors and assigns. Any modification or assignment requires written consent from the organizer and the Foundation.
35. **Partial unenforceability.** If any provision of the signed agreement is found to be unenforceable (in whole or in part and for any reason), the unenforceability shall not affect the remaining provisions, which shall be construed to the extent possible so as to preserve the enforceability of the signed agreement. The Parties agree to, if possible, negotiate in good faith a replacement clause that best reflects their original intent.
36. **Survival.** Provisions of the signed agreement and the Guide that expressly or implicitly provide for their performance after the termination or expiration of the Agreement will survive the termination or expiration of the Agreement until such provision has been fully executed.
37. **Laws and jurisdiction.** The signed agreement and the Guide are governed by the laws of Québec (Canada) and will be interpreted accordingly. The courts of Québec (Judicial District of Montreal) will have exclusive jurisdiction to resolve any dispute related to the agreement. Notwithstanding the foregoing, the organizer and the

Foundation agree to first negotiate in good faith and attempt confidential mediation before pursuing any legal action.

38. **Notice.** Any notice under must be in writing and sent to the specified contact details (or any other contact provided in accordance with this clause). A notice is deemed received on the next business day if sent by email (with acknowledgment of receipt), five (5) business days after postal mailing, or the next business day following delivery by courier (with acknowledgment of receipt).
39. **Signatures.** The agreement (including modifications and notices) may be signed and delivered in multiple copies, including electronically, with the same effect as if all had signed the same document. All copies will be interpreted as an original and will constitute a single contract.