

MEMORANDUM OF UNDERSTANDING (MOU)

Between

PEDIATRIC SEPSIS DATA COLABORATORY (Sepsis CoLab)

AND

(Collaborating Party)

1. Mission and Vision

The Sepsis CoLab has been created by the World Federation of Pediatric Intensive and Critical Care Societies (WFPICCS) and the Centre for International Child Health (CICH) at BC Children's Hospital. The Sepsis CoLab is an international data-sharing network for collaboration to address pediatric sepsis mortality and morbidity.

2. Purpose

This Memorandum of Understanding (MOU) reflects the Parties' desire to collaborate

- (i) in order to strengthen the relationship between the Parties' and encourage cooperation at all levels, the Parties' agree to formally establish a collaborative partnership; and
- (ii) to commence collaboration in a structured manner by formally identifying and discussing potential projects, and initiatives addressing shared concerns.

the Parties' wish to enter into this MOU to further their goals in mutual areas of interest and benefit to both Parties as follows:

3. Intended Areas of Collaboration

The Parties' will explore areas of potential collaboration across different scopes and projects including, but not limited to, the following activities:

- 1) General Scope: Each Party may offer to the other opportunities for activities and programs, such as but not exclusive to; research, data submission, data review, and mentorship.
- 2) Specific Activities: Please refer to survey question #11 for other collaboration activities.

4. Further Agreements

Each Party will abide by all regulations, policies, and procedures of their institutions or countries regarding the disclosing and handling of intellectual property, clinical data, and ethical requirements.

While the Parties intend to cooperate with respect to foregoing activities, neither Party will be obligated to commit funds or resources. This MOU does not itself establish any legally binding obligations, financial or otherwise, on the part of either Party.

This MOU is entered in good faith and is not intended to be exclusive. It shall not affect the participating Party's rights to enter into other affiliations or working arrangements with other institutions.

The Parties agree that specific activities that may take place as a result of this MOU will be documented in separate agreements. This MOU shall be identified as the parent document of any further agreement executed between the Parties. Should there be any discrepancy between this MOU and terms of a separate agreement, the terms of the separate agreement shall take precedence.

5. Communications, Publications and Intellectual Property

Rights in data will not be secured under this MOU. Separate agreements need to be utilized to address terms for publication or data rights. Please refer to the **Pediatric Sepsis Colaboratory Data Sharing Agreement**.

The Parties agree that any output - publication, posters, abstracts or product - developed or produced as a result of information gathered through the various scopes and projects included in this agreement will involve all collaborators and Parties who were involved in the scope of work. The output will make reference to the 'Sepsis CoLab' and the tools, scopes or projects used within the 'Sepsis CoLab'.

It is understood that activities contemplated under this MOU are expected to be cooperative in nature and that the Parties' (including students, faculty, and staff researchers) may collaborate in such research activities. "Intellectual Property" or "IP" means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement. The Parties' hereby agree that ownership of intellectual property rights generated as a result of the activities under this agreement will follow inventorship rules in accordance with applicable patent laws. Each Party to this MOU shall own the intellectual property (IP) conceived and first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this agreement. IP conceived or first reduced to practice jointly by employees or agents of both Parties shall be Jointly Owned in accordance with applicable patent laws. "Jointly Owned" means either Party may exploit jointly developed IP. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights ("IPR") disclosed in connection with this MOU shall remain the property of the Party introducing and/or disclosing the same to the other Party for the purposes of this MOU.

This MOU authorizes each Party the ability to mention this partnership through internal and external communications

6. Duration and Notice

This MOU will remain in force for four years from the date of the last signature. Either Party may terminate this MOU by providing 30 days written notice to the other Party.

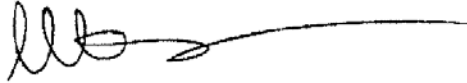
Termination shall be without penalty or obligation to any of the Parties.

The Parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each Party.

The Parties have executed this Agreement effective on the date of the last signature.

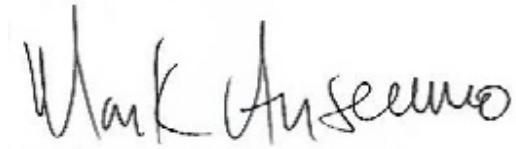
[The Pediatric Sepsis CoLaboratory]

[Collaborating Party]



Please select "I agree" and enter the date in the CoLab membership application survey to confirm agreement.

**Niranjan Kissoon, FRCPC, MD, FAAP,
MCCM
Chair, Pediatric Sepsis CoLaboratory**



**Mark Ansermino, FRCPC, MBBCh, MMed,
MSc, FFA (SA)
Technical Lead, Pediatric Sepsis CoLaboratory**