**Rural Research Network Research Ethics Board**

**Partner Participation Agreement**

**THIS AGREEMENT** is made as of July 23, 2019.

**BETWEEN:**

 **Winchester District Memorial Hospital (“WDMH”)**

(herein “**Rural Research Network REB Host”**)

-and-

 (herein “**Partner Institution” OR “PI”**)

**THE PURPOSE** of this Agreement is to set out WDMH’s and the PI’s respective rights and obligations in connection with the Rural Research Network (“RRN”) Research Ethics Board (“REB”). The RRN REB is responsible for the review and oversight of the ethical conduct of research conducted within the host or partner institution(s).

**THEREFORE,** the Parties agree as follows:

**Article 1**

**Term & Termination**

**1.1** **Term & Termination**

a) The term of this Agreement shall commence on July 23, 2019 and shall terminate on July 31, 2024.

b) This Agreement is subject to earlier termination, should either party give at least sixty (60) days written notice to the other party, and provided that the termination of Agreement does not influence the ethical conduct of any ongoing research projects.

c) This Agreement may be renewed, in writing, as mutually agreed by the Parties.

**Article 2**

**Responsibilities of Parties**

**2.1 WDMH Responsibilities**

WDMH shall have the following responsibilities:

a) Accept the responsibility of conducting research ethics review on projects taking place within PIs or by staff affiliated with PIs;

b) Provide administrative support in accepting research review applications, organizing REB meetings and review, and maintaining records of reviews conducted by the REB;

c) Determine the appropriate method of REB review and conduct the initial and ongoing review of all appropriately submitted submissions, and communicating any and all decisions with the partner institution;

d) Maintain and comply with policies and procedures that are concordant with all relevant legislations and regulations guiding the ethical review and conduct of research.

**2.2 Partner Institution Responsibilities**

The PI shall have the following responsibilities:

a) Delegate the ethical review of research to the RRN REB;

b) Communicate with the WDMH REB Administrative Assistant to submit research review forms and documents, and ensure that these submissions are completed and submitted according to RRN REB policies;

c) Accept any and all decisions made by the RRN REB, and comply with any amendments or requests made by them;

d) Seek institutional approval for the conduct of research that has been approved by the RRN REB, before commencing research within the institution;

e) Assign an institutional representative to sit on the RRN REB in order to support the ethical review process, and adequately represent PIs and the populations they serve.

**Article 3**

**Representation and Warranties**

**3.1 Representations and Warranties**

Each Party represents and warrants to the other Party that it:

a) has the full power and authority to enter into this agreement and to observe, perform, and comply with the terms and conditions of this agreement;

b) shall operate in compliance with all Laws and Regulations related to any aspect of this agreement;

c) holds all permits, licenses, consents, Intellectual Property Rights, and authorities necessary to perform its obligations under this agreement.

**Article 4**

**Intellectual Property Rights**

**4.1 Reservation of Rights**

Except as expressly provided in this Agreement, no Party shall acquire any right, title or interest in or to any Intellectual Property Rights of another Party or of its licensors or subcontractors.

**Article 5**

**Access to Information/Confidentiality**

**5.1 Confidential Information**

a) From time to time a Party (the "Disclosing Party") may provide to the other Party (the "Receiving Party") Confidential Information in accordance with its obligations pursuant to this Agreement. The Receiving Party agrees to secure the Confidential Information using appropriate measures no less strict than those used to secure the Receiving Party's own confidential information acting reasonably. The Receiving Party agrees that it will not at any time, directly or indirectly, disclose the Confidential Information of the Disclosing Party to any person, other than to the Receiving Party's officers, directors, investigators, members of the REB, employees and agents strictly on a need-to-know basis in order for the Receiving Party to exercise its rights or perform its obligations hereunder, except as otherwise specifically authorized by the Disclosing Party.

b) The requirement of confidentiality shall survive for a period of ten (10) years from the expiration or termination of this Agreement.

(c) Upon expiration or termination of the Agreement, the Receiving Party may retain one secure archival copy of the Confidential Information solely to ensure compliance with its rights and obligations hereunder and otherwise shall return all Confidential Information to the Disclosing Party, or upon written authorization of the Disclosing Party, securely destroy it and provide notice of its secure destruction to the Disclosing Party.

**Article 6**

**Insurance & Indemnity**

**6.1 Insurance Coverage Requirements**

a) During the Term of this Agreement, and for the duration of its obligations surviving expiration or premature termination of this Agreement, each Party shall maintain at its own cost and expense professional liability insurance on a claims-made basis and comprehensive general liability insurance (including any excess liability coverage, if necessary) on an occurrence basis for third party bodily injury, personal injury and property damage.

b) Upon request, the Parties shall provide certificates of the above insurance to the requesting Party. The Parties agree to provide thirty (30) days' written notice of any changes to their policy of insurance as it affects coverage provided to a Party under this Agreement.

**6.2 Indemnities**

a) WDMH agrees to indemnify, defend and hold harmless, the PI, its officers, directors, investigators, employees and agents (collectively, the "PI lndemnltees"), from and against all claims, damages and losses, including reasonable legal fees and disbursements, directly resulting from:

(i) the death of or bodily injury to any third party or to PI lndemnitee (or other person for whom the PI is responsible in law) to the extent caused by the negligent acts or omissions, or wilful misconduct of WDMH or any person for whom the WDMH is responsible at law in performance of its obligations under this Agreement;

(ii) the loss of or damage to the real or tangible personal property (whether owned or leased) of any third party or any of the PI lndemnitees, to the extent caused by the negligent acts or omissions, or wilful misconduct of WDMH or any person for whom the WDMH is responsible at law in the performance of its obligations hereunder; or

(iii) any third party action, claim or demand directly arising as a result of WDMH's breach or failure to perform its obligations under this Agreement, or WDMH's negligence or wilful misconduct in connection with this Agreement.

b) The PI agrees to indemnify, defend and hold harmless, WDMH, its officers, directors, employees and agents (collectively, the "WDMH lndemnitees"), from and against all claims, damages and losses, including reasonable legal fees and disbursements, directly resulting from:

(i) the death of or bodily injury to any third party or to any WDMH lndemnitee to the extent caused by the negligent acts or omissions, or wilful misconduct of the PI or any person for whom the PI is responsible at law in performance of its obligations under this Agreement;

(ii) the loss of or damage to the real or tangible personal property, whether owned or leased, of any third party or any of the WDMH Indemnitees, to the extent caused by the negligent acts or omissions, or wilful misconduct of the PI or any person for whom the PI is responsible at law in the performance of its obligations hereunder; or

(iii) any third party action, claim or demand directly arising as a result of PI's breach or failure to perform its obligations under this Agreement, or PI's negligence or wilful misconduct in connection with this Agreement.

(c) In the event that any Party receives notice of a legal proceeding by a third party related to a research project, it shall promptly notify the other Parties in writing, to the extent permitted by applicable Laws and Regulations.

(d) The indemnified Parties agree to reasonably cooperate with the indemnifying Party in the defence of any legal action, claim or demand. No settlement, other than a purely monetary settlement, of any such action, claim or demand shall be made by the indemnifying Party without the prior written consent of the indemnified Parties, not to be unreasonably withheld.

**Article 7**

**Dispute Resolution**

**7.1 Dispute Resolution**

a) In the event that a dispute arises related to this Agreement. The Parties will initially and in good faith discuss the matter and seek a resolution. If no resolution has been reached within fifteen (15) business days from the commencement of discussions, the Parties shall be free to pursue any other remedies available to them.

b) The proceedings of all negotiations, mediations and arbitrations as part of the dispute resolution process shall at all times be privately conducted. The Parties agree that all information, materials. Statements, conduct, communications. Negotiations. Mediations. Arbitrations, offers of settlement, documents. Decisions, and awards of either Party. Exchanged, provided or rendered in whatever form for the exclusive purpose of dispute resolution prior to the commencement of formal legal proceedings in a court or other tribunal: (i) shall at all times be Confidential Information; (ii) shall not be offered into evidence. Disclosed or used for any purpose other than the dispute resolution process under this Agreement; and (iii) will not constitute an admission or waiver of rights.

**Article 8**

**Force Majeure**

**8.1 Force Majeure Event**

No Party shall be liable to the other Party for any delays in the performance or failure to perform, any of its obligations under this Agreement where such delay or failure to perform is due to causes beyond its reasonable control ("Force Majeure Event"), including. but not limited to, fire, strike, war, riots. acts of terrorism and/or of a public enemy, acts of any civil or military authority, acts of God, floods, unusually severe weather, epidemics. pandemics or quarantine restrictions, public utility failure or service fluctuation, judicial action and acts and failures to act by governmental authorities.

*Signature page follows.*

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the last signature below.

**Winchester District Memorial Hospital Partner Institution**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cholly Boland, CEO

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Partner Institution Partner Institution**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_