

**Memorandum of Understanding**  
***Between***



***And***  
**The Nemours Foundation**

This Memorandum of Understanding (hereinafter “MOU”) is entered into between The Nemours Foundation, a Florida not-for-profit corporation (“Nemours”) and (“COMPANY”).

This MOU shall consist of this document and **Attachment A** (Duties and Responsibilities).

**I. OVERVIEW AND PURPOSE**

The Nemours Foundation is the owner of “*Navigating the Health Care System.*” *Navigating the Health Care System* (Curriculum) is a four-module health literacy curriculum designed by Nemours Children’s Health System for use with high-school-aged adolescents in classroom and community settings. It is designed to prepare students to be responsible for managing their own health care as they transition into adulthood.

Inspired by the Curriculum’s strong evaluation outcomes, Nemours is seeking expansion partners to help bring the Curriculum to adolescents across the nation. The Nemours National Office of Policy & Prevention will serve as the COMPANY’s primary point of contact related to the work of this MOU.

COMPANY desires to utilize the NHTS health unit.

This MOU describes the intention of COMPANY and Nemours to collaborate on implementation of the NTHCS. Specifically, this MOU:

- ❑ Documents the collaboration between COMPANY and Nemours.
- ❑ Identifies broad, agreed upon roles and goals between COMPANY and Nemours that will enable COMPANY, Nemours and the community to receive the greatest value in return for the investment of time and resources in this collaboration.
- ❑ Enables COMPANY to receive the information and support it needs from Nemours to successfully use NTHCS.
- ❑ Enables Nemours to receive the information and support it needs from COMPANY to successfully coordinate COMPANY’s use of NTHCS.

## **II. REPRESENTATIONS**

Nemours and COMPANY agree that:

1. The collaboration under this MOU shall be conducted in good faith.
2. There is no requirement that COMPANY utilize any Nemours services or otherwise make any referrals to or generate business for Nemours as a condition for entering into and performing under this MOU.
3. All parties will carry out the activities and responsibilities described in **Attachment A**, attached hereto and incorporated herein by reference.
4. Nemours is the sole owner of all rights in the Curriculum
5. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between Company and Nemours.

## **III. TERM AND TERMINATION**

The term of this MOU shall commence on                     . Either party may terminate this MOU at any time with or without cause upon thirty (30) days' written notice to the other party.

## **IV. COMPLIANCE WITH THE LAW**

Each of the parties agrees to perform its obligations under this MOU in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. It is not the purpose, nor is it a requirement of this Agreement or any other Agreement between the parties to offer or receive any remuneration or inducement to encourage the referral of any patient.

## **V. GOVERNING LAW AND JURISDICTION**

This MOU shall be construed and enforced in accordance with the laws of the State of Delaware. In the event of any dispute or claim arising out of or relating to this MOU, each of the parties consents and agrees to the jurisdiction of any state or federal court sitting in New Castle County, in the State of Delaware.

## **VI. INELIGIBILITY**

COMPANY represents and warrants to Nemours that COMPANY and COMPANY's representatives are not (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to

participate in the Federal health care programs; and (iii) under investigation or otherwise aware of any circumstances which may result in COMPANY or any of COMPANY's representatives being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and COMPANY shall immediately notify Nemours of any change in the status of the representation and warranty set forth in Section. Any breach of this Section shall give Nemours the right to terminate this Agreement immediately for cause.

**VII. INDEMNIFICATION**

Each party shall indemnify the other party, and its officers, directors, employees and agents, from and against any and all losses and liabilities that may be claimed against or incurred by either party arising out of the other party's performance or failure to perform under this Agreement. Nemours shall not be liable for any consequential, special, incidental, indirect, or punitive damages as a result of the breach or claimed breach of this Agreement, or any warranty, representation, covenant, or obligation contained herein.

**VIII. NOTICES**

Any and all notices and other communications required or permitted to be given hereunder shall be made in writing and effective upon receipt. Such notices shall be personally delivered, sent by registered or certified mail, by a nationally recognized overnight delivery service or sent by facsimile or electronic mail with confirmation, addressed as follows, unless such address is changed by written notice hereunder.

**As to Company:**


**As to Nemours:**

The Nemours Foundation  
2200 Concord Pike, 6<sup>th</sup> Floor  
Wilmington, DE 19803  
Attn: National Office of Policy & Prevention /  
Allison Gertel-Rosenberg  
Email: [agrosenb@nemours.org](mailto:agrosenb@nemours.org)

**With a copy to:**

The Nemours Foundation  
Office of Contract Administration  
10140 Centurion Parkway North  
Jacksonville, FL 32256  
Fax Number: (904) 697-4070  
Email: [oca@nemours.org](mailto:oca@nemours.org)

**IX. MISCELLANEOUS**

Nothing other than an express written agreement signed by both parties may modify any term of this MOU. Paragraph headings used in this MOU are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this MOU. Wherever used in this MOU, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. It is specifically understood and agreed that the parties are operating as independent entities, and this MOU shall not be deemed to create any other form of relationship between the parties, including, but not limited to, employment, a partnership or a joint venture.

**X. COUNTERPARTS AND ELECTRONIC SIGNATURE**

This MOU may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile transmission or PDF will be as effective as delivery of a manually signed counterpart.

**WITNESS** the following signatures:

**COMPANY**

The Nemours Foundation through its National Office of Policy & Prevention

**EIN#**

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

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

**Name:**

**Name:** Allison Gertel-Rosenberg

**Title:**

**Title:** Operational Vice President, National Prevention & Practice

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

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

**MEMORANDUM OF UNDERSTANDING  
ATTACHMENT A**

**ROLES AND RESPONSIBILITIES**

**A. Nemours is authorized to:**

1. Provide access to training and presentation materials to partners in an electronic format.
2. Provide reasonable support to user community. Users with questions should email NTHCS@nemours.org for assistance.
3. Make periodic upgrades to content and process based on feedback from the user community.
4. Send periodic emails to the user community to share information related to Navigating the Health Care System. (User community emails will not be shared or used for purposes other than relating information related to Navigating the Health Care System.)
5. Periodically invite members of the user community to share data and/or anecdotes related to their use of the curriculum.
6. Users must register on a Nemours-associated website to access the curriculum materials. Nemours has the right to include user-submitted registration data and anecdotes in reports summarizing curriculum usage by expansion partners. (Registration data includes: Username for Website, First Name, Last Name, Email, Organization, and State.)
7. Nemours will comply with FERPA and COPA to the extent it applies.

**B. COMPANY shall:**

1. Identify all sites, instructors and participants/students involved in COMPANY's use of the Curriculum
2. Ensure that all presenters have been trained using Nemours-provided training materials
3. Coordinate presentations of Curriculum sessions with sites and instructors.
4. Have the right to modify the approach and content used for training instructors and presenting Navigating the Health Care System modules to participants/students. Navigating the Health Care System is an evidence-based,

research informed health unit. Should COMPANY opt to modify the approach or content of Navigating the Health Care System, COMPANY is strongly encouraged to ensure that modifications are reflect current research and best practice. COMPANY is advised that the positive results of Nemours' evaluation were generated through use of the approach and content provided, and that modification may result in different outcomes.

## **PUBLICATIONS AND CITATIONS**

Any publication related to COMPANY'S use of the NTHCS health unit will only occur once a formal, written agreement is made between all parties reflecting the ownership, authority and other circumstances under which said publication may occur. All communication/promotion related to the publication needs to be approved by Nemours.

For citations/public reporting purposes, the following language should be used as part of any presentations and publications related to COMPANY'S use of Navigating the Health Care System: "Navigating the Health Care System is a four-module adolescent health literacy curriculum created by the Nemours Children's Health System to engage, educate and empower adolescents to be their own health care advocates. For more information please email [NTHCS@nemours.org](mailto:NTHCS@nemours.org)."

If modifications have been made to approach or content of the Navigating the Health Care System the presentation or publication should include clearly and consistently indicate that a modified version of the health unit was utilized.