



Boston Children's Hospital

Where the world comes for answers

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the “**Agreement**”) is between The Children’s Hospital Corporation, d/b/a Boston Children’s Hospital (“**BCH**”) and The Centre of Excellence in Reproductive Health Innovation (“**Client**”) and is effective as of the 1st day of November 2023 (the “**Effective Date**”). Together, BCH and Client are the “**Parties**” and each is a “**Party**.”

1. The Services

Client hereby engages BCH to provide to Client certain non-exclusive services as required by Client with respect to continuing Simulation Program development (the “**Services**”). This Agreement sets forth the terms and conditions pursuant to which BCH will provide the Services, which shall conform to all specifications set forth in the Scope of Work attached hereto and incorporated herein as **Exhibit A**.

2. Charges and Payment

- a. As compensation for satisfactory performance of the Services, Client agrees to pay BCH the hourly rates and/or set amount(s) as set forth in the Scope of Work.
- b. As a condition of payment, BCH agrees to provide satisfactory documentation of the Services in a mutually agreeable form, and to achieve deliverables within timeframes agreed upon by the Parties from time to time.

3. Rights to Program, Data and Other Property

- a. BCH agrees that Client will own all rights (including any copyrights and patent rights) to and title and interest in all tangible and intangible property and materials produced by BCH for Client under this Agreement, including all drafts, documents, reports, and electronic or written materials that may be produced. However, BCH shall retain sole and exclusive ownership of all rights to and title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that BCH may discover, create or develop during the provision of the Services.
- b. The parties also agree with respect to any text materials, power point presentations, drawings or other training materials prepared by BCH and used in connection with the services provided under this Agreement shall remain BCH property. Client shall have the right to retain copies of such training materials for information and reference only in connection with the Project, but shall not modify, license, distribute or disclose such materials to third parties without BCH’s prior written consent. Client represents that it will not alter or remove BCH’s name, logo or copyright notice from any such materials and any copies of the materials shall include BCH’s name and copyright notice.

4. Term and Termination

- a. **Term**. This Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance with the terms of this Section 4, shall continue for a term of one (1) year. The term of this Agreement may be extended by written agreement of the Parties.

- b. **Termination.** Either Party may terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice to the other Party. In addition, either Party may terminate this Agreement immediately upon written notice if the other Party (i) becomes insolvent or subject to any proceeding as a debtor in a federal bankruptcy court proceeding; (ii) ceases conducting business in the normal course; (iii) makes a general assignment for the benefit of creditors; or (iv) permits or suffers the appointment of a trustee, receiver, liquidator, or conservator for its business or assets. BCH may terminate this Agreement immediately upon written notice in the event BCH determines in its sole discretion that patient safety or quality of care may be compromised by continuation of this Agreement.
- c. **Completion of Services.** If all of the Services that Client has requested of BCH have been satisfactorily performed and full payment has been received for all such Services, either Party may terminate this Agreement effective immediately upon written notice to the other Party.
- d. **Effect of Termination.** Upon termination of this Agreement, (i) Client shall pay all sums then due to BCH for work satisfactorily completed and for approved expenses incurred prior to the date of termination; and (ii) upon receipt of payment, BCH shall deliver to Client any materials developed as of the date of termination, whether completed or in progress. The Parties shall thereafter have no further obligation to each other, except as set forth in Sections 2, 3, 5, 6, 8, 9, 11, and 12 or such other provisions of this Agreement which by their nature shall survive termination.

5. Confidentiality, Privacy and Security

- a. **Confidential Information.** For purposes of this Agreement, each Party's confidential information ("Confidential Information") shall mean all proprietary, secret or confidential information or data relating to BCH or Client and their respective operations, employees, services, patients, customers or donors, respectively, that such Party supplies in connection with this Agreement and that either is designated by the disclosing Party as confidential or that the receiving Party should reasonably believe is confidential based on the subject matter or the circumstances of its disclosure. Confidential Information does not include information that is (a) publicly known; (b) already known to the Receiving Party, except that any Confidential Information disclosed prior to the Effective Date but in connection with discussing the Services shall be considered Confidential Information; (c) disclosed to the receiving Party by a third party that is not bound to keep such information confidential; or (d) independently developed.

Each Party receiving Confidential Information of the other Party shall (i) maintain the Confidential Information in strict confidence; (ii) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own proprietary, secret, or confidential information, but in no event less than a reasonable degree of care; (iii) use Confidential Information only to fulfill its obligations under this Agreement and for no other purpose; and (iv) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon request by BCH or Client. The obligations set forth in this Agreement shall not prohibit the receiving Party from disclosing any part of the Confidential Information which is required by law, regulation, rule, act or order of any governmental authority, court or agency, provided, however, that if permissible, the receiving Party gives the disclosing Party sufficient advance written notice to permit the disclosing Party to seek a protective order or other appropriate remedy. The receiving Party shall not oppose action by the disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

If access to any of the materials in Client's possession relating to this Agreement is sought by a third party, or Client is requested or compelled to testify as a fact witness in any legal proceeding related to BCH's work for Client, by subpoena or otherwise, or Client is made a party to any litigation related to BCH's work for Client, Client will promptly notify BCH of such action.

- b. **Privacy and Security of Information.** The Parties agree that Client shall not receive, store, maintain, process or otherwise access "protected health information" (as defined in the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (collectively, "**HIPAA**")) or "personal information" (as defined in Massachusetts regulation 201 CMR 17.00 et seq. (the "**Personal Information Regulations**")) in

connection with any of its services hereunder. In the event Client does for any reason receive any such protected health information or personal information, Client shall immediately notify BCH and shall promptly return or destroy such information as directed by BCH. In such event, Client shall comply, and shall assist BCH to comply, with all applicable requirements of HIPAA and the Personal Information Regulations.

6. Insurance and Indemnification

- a. **Insurance.** Throughout the term of this Agreement, BCH shall, at its sole expense, obtain and maintain through commercial carriers (i) Commercial General Liability insurance, including bodily injury, property damage and contractual liability coverage, in the amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000 covering the activities of BCH hereunder; (ii) Professional Liability or Errors & Omissions Liability coverage in the amount of at least \$1,000,000 per occurrence or claim, with an annual aggregate limit of at least \$3,000,000; (iii) Workers' Compensation coverage consistent with applicable state law(s) and Employer's Liability Coverage covering any Consultant personnel performing services hereunder, and (iv) to the extent BCH will collect, maintain, transmit, or use personal information or the protected health information of patients, Information Security and Privacy Breach Liability Insurance in the amount of at least \$3,000,000 per occurrence or claim, with an annual aggregate limit of at least \$3,000,000.
- b. **General Indemnification.** Client agrees to indemnify, defend and hold harmless BCH, its corporate affiliates, and its and their directors, trustees, officers, employees, professional staff and agents from any and all liabilities, claims, damages, losses and costs (including reasonable attorney's fees) to the extent arising from the negligent acts or omissions or willful misconduct of Client, or from Client's breach of this Agreement.
- c. **Limitation on Liability.** To the extent permitted by law, the total aggregate liability of the Children's for all claims arising under this Agreement, regardless of the nature of the claim, is limited to the total amounts paid or payable by Client.

7. Independent Contractors

Client and BCH are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture or any other relationship between the Parties. Each Party will be responsible for income, employment and/or other taxes, and workers' compensation liabilities for its employees and other personnel providing services hereunder. Neither Party shall have the authority to make any commitment on behalf of the other.

BCH agrees to indemnify, defend and hold harmless Client and, if pertinent, its affiliates, and each of their officers, directors, trustees, professional staff, employees, agents, successors and assigns from and against any proved or alleged claims, demands or suits, or any losses, damages, liabilities, fines, penalties and expenses by any government entity relating to the payment or nonpayment of any taxes, contributions or insurance related to the services performed hereunder, or payments BCH receives from Client. BCH understands that Client's intention is to comply with applicable federal and state laws concerning the reporting of payments of income to independent contractors.

8. Disclaimers

BCH MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OR WORK PRODUCT SUPPLIED BY BCH IN CONNECTION WITH THIS AGREEMENT, NOR WITH RESPECT TO ANY PATENT, TRADEMARK, TRADE SECRET, KNOW-HOW, TANGIBLE PROPERTY, INFORMATION, RESULTS OR DATA PROVIDED CLIENT HEREUNDER, AND HEREBY DISCLAIMS THE SAME.

9. Notices

Notices pertaining to this Agreement shall be in writing and shall be delivered: (a) in person; (b) by nationally recognized overnight courier; (c) by fax; or (d) by email, and such notices shall be deemed received upon delivery. All notices shall be addressed as follows (or at such other address that may be specified by appropriate notice):

If to BCH: Boston Children's Hospital
300 Longwood Avenue
Boston, MA 02115
Attn: Mirona Dragnea, Global Operations Director, Global Health Program
Email: mirona.dragnea@childrens.harvard.edu

With a copy to: Boston Children's Hospital
Office of General Counsel
300 Longwood Avenue
Boston, MA 02115
Email: OGC.ContractSupport@childrens.harvard.edu
Fax: (617) 730-1952

If to Consultant: Centre of Excellence in Reproductive Health Innovation (CERHI)
University of Benin
Oka, Benin City, Nigeria
Email: feokonofua@yahoo.co.uk

10. Miscellaneous

- a. Entire Agreement. This Agreement, including all exhibits and attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and communications, whether written or oral, between the Parties with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of this Agreement and the Scope of Work, this Agreement will control, unless otherwise expressly agreed in writing by the Parties.
- b. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are hereby incorporated into this Agreement.
- c. Amendment. This Agreement may be amended at any time by written agreement signed by both Parties.
- d. Assignment and Delegation. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any part hereof without the prior written consent of the other Party, provided, however, that either Party may assign this Agreement or delegate any of its rights or obligations under this Agreement, in whole or in part, to one of its wholly-owned subsidiaries or in connection with the transfer or sale of all or substantially all of its assets without such consent. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment shall relieve any Party of responsibility for the performance of any obligation which such Party then has hereunder. This section will survive expiration or termination of this Agreement.
- e. Force Majeure. The obligations of either Party to perform under this Agreement will be excused during each period of delay caused by acts of God, war or terrorism, or by shortages of power or materials or government orders which are beyond the reasonable control of the Party obligated to perform and prevents such Party from being able to perform ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) immediately notify the other Party in writing of such Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following notice by such Party pursuant to this Agreement, the other Party may terminate this agreement immediately upon written notice to such Party.

- f. Use of Name. Client shall not use the BCH name, logo or any BCH brand affiliated property or asset, or any variation or acronym of any of the foregoing, in any written, digital, audio/video material or for any commercial or advertising purpose without the prior written consent BCH.
- g. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect the other provisions hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each said provision shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- h. Governing Law. This Agreement and all matters arising out of and relating to this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law rules, and venue shall be proper only in a court of competent jurisdiction located in the Commonwealth of Massachusetts in Suffolk County.
- i. Section Headings. The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- j. Waiver. No delay or omission by either Party in exercising any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

THE CHILDREN’S HOSPITAL CORPORATION

Centre of Excellence in Reproductive Health Innovation (CERHI)

DocuSigned by:
 By: Cynthia Haines
3D5955267B0A4F4...
 Name: Cynthia Haines
 Title: SVP, BCH Networks

By: [Signature]
 Name: Prof Friday Okoroafor
 Title: Centre Leader, CERHI

Exhibit A**Scope of Work****SERVICES**

For the last two years, CERHI, Boston Children’s Global Health Program, and Immersive Design Systems worked together to build a high-fidelity simulation lab at CERHI. This included procurement of simulation equipment, consulting services, project management, simulation instructor training, equipment setup and training, and design of the simulation lab. The CERHI simulation lab opened in January 2023.

The following agreement is a continuation of these efforts, and outlines activities to be completed over a single visit in February 2024. Objectives will be focused on further developing the simulation lab’s operations through set up and training on new equipment, deepening simulation-based learning for the previously trained faculty, and discussing the principles for business development and research using simulation.

SCOPE AND SCHEDULE OF SERVICES

BCH shall provide to Client the services described below, including all deliverables set forth in this Scope of Work (collectively, in this Scope of Work, the “**Services**”) according to the specifications set forth herein, or as otherwise agreed by the parties in writing. To the extent possible, BCH shall accommodate all reasonable requests by Client for adjustments to the specifications and/or timing of the Services.

February 2024: EXPANDING TECHNOLOGY USE, DEEPENING KNOWLEDGE, GROWTH THROUGH RESEARCH AND BUSINESS DEVELOPMENT	
<i>Objectives</i>	<ol style="list-style-type: none"> 1. Assess data collected during set up phase M&E process 2. Award certificates for the faculty successful in completing the certification process 3. Unboxing, set up and training of new technologists on the second phase of equipment 4. Advanced training for faculty facilitators 5. Continue maturation of simulation operations and services by discussing approaches to simulation research and business development
<i>Key Deliverables</i>	<ul style="list-style-type: none"> • Certification of Faculty meeting criteria • Advanced training for faculty already trained as facilitators • Unboxing, installation and training on the new equipment • Strategy discussion and recommendations for initiating simulation research • Strategy discussion and recommendation for business development using simulation.
<i>Activities</i>	<p>Certification</p> <ul style="list-style-type: none"> • Awarding of certificates to faculty who completed the simulation facilitator criteria <p>New Equipment & Technologist</p> <ul style="list-style-type: none"> • Continue developing future phases for research/M & E • Monitor qualitative and quantitative data as it is collected and provide related insights • Complete phase 0 research work <p>New Equipment Installation & Set UP</p> <ul style="list-style-type: none"> • Set up equipment purchased – new manikin, laparoscopic trainers • Train technologists on the new equipment • Train simulation facilitators on the new equipment capabilities and educational use cases • Set up maintenance schedule for all equipment <p>Advanced Faculty Training</p> <ul style="list-style-type: none"> • Conduct sessions to allow any additional faculty who would like to fulfill certification criteria to do so • Refresher training for certificated faculty • Zone 1 skills/task trainer training for faculty facilitators <p>Research & Business Development Strategy</p> <ul style="list-style-type: none"> • Conduct simulations in situ at UNIBEN Teaching Hospital to generate interest and engagement of faculty and trainees • Research strategy and recommendation discussions with high level center faculty & staff • Business development strategy and discussions with high level center faculty & staff

<i>Resource Allocation</i>	<ul style="list-style-type: none"> • Dr. Michelle Niescierenko (technical faculty) • Becca Williams (technologist) • Kyle Martin (Project management/evaluations) • Dr. Brianna O’Connell (education faculty) via Zoom • Dr. Jennifer Arnold (IDS director/Simulation faculty expert) via Zoom
<i>In-Person Visit Details</i>	<ul style="list-style-type: none"> • Arrival Date to Benin: February 4th • Activities to be conducted Monday February 5th through Friday February 9th • Depart Benin Sunday February 11th

COMPENSATION

As compensation for Services satisfactorily performed hereunder, Client shall pay to BCH is **USD \$143,895.97**

Financial Overview	
Activities	Total
Equipment Procurement Total	\$108,615.97
SIM Equipment	\$93,860.00
Laparoscopic Equipment	\$10,859.97
Tablets	\$3,896.00
February 2024 Visit Total	\$35,280.00
Technical Assistance	\$18,600
Travel	\$16,680
Total Project Costs	\$143,895.97

The success of CERHI’s simulation center to train its own faculty, staff and students as well as become a premier training destination for Nigeria and West Africa will depend on the quality of those teaching and operating simulation. This requires significant investment in developing the identified human resources to be knowledgeable about simulation, able to develop and deliver simulation trainings and have the professional polish to run successful fee based courses that demonstrate value for attendees. Without the human resources developed to their full potential the investment in equipment will have a low return and lay wasted.

This budget includes two key costs, in addition to the purchase of new equipment in 2023: (1) human resources to mentor and develop the CERHI and UNIBEN faculty, and (2) travel costs for the face to face time needed to transfer this expertise. Our team looks forward to being present with you on the ground for this visit to further advance the goals of the program.

Key Budget Considerations:

- Visit dates/timings will be agreed between CERHI and BCH GHP at a mutually convenient time
- Success depends on selection of Simulation facilitators – CERHI should work to have the existing simulation facilitators available for the sessions
- Success depends on staff who can use the technology – CERHI should work to have the existing technologists and anyone else who would like to have comfort/familiarity with operating the simulation equipment
- No overhead or administrative fees are charged as part of this project, all cost is direct costs
- The GHP team will support the procurement of the equipment in-kind with no cost for the staff time.
- Dr. Niescierenko’s time is in-kind, no cost is included to avoid conflict of interest with the World Bank ACE program.

PAYMENT SCHEDULE

BCH shall invoice Client the full contract amount within 2 weeks following the completion of the February 2024 visit.

Client shall pay to BCH such amount within thirty (30) days of receipt of the invoice. Payment shall be made via check or bank transfer in USD to Boston Children’s Hospital Global Health Program, Boston Children’s Hospital, c/o Ms. Mirona Dragnea, Global Operations Director, Global Health Program, 1 Brookline Place, 5th Floor, BP 524.8. Brookline, MA. 02445.