



MEMORANDUM OF UNDERSTANDING (MOU)

Between

PULMONARY HYPERTENSION ASSOCIATION OF CANADA (PHA Canada)

and

CANADIAN PULMONARY HYPERTENSION PROFESSIONALS NETWORK (CPHPN)

I. BACKGROUND

PHA Canada is a federally registered charity whose mission is to empower the Canadian pulmonary hypertension (PH) community through support, education, advocacy, awareness, and research. PHA Canada was established in 2008 to represent a united Canadian PH community, including patients, caregivers, and health care providers, and to better the lives of all Canadians affected by pulmonary hypertension.

CPHPN is a group of pulmonary hypertension professionals whose goal is to enhance the care of pulmonary hypertension patients and their caregivers as a result of advancing nursing and allied health professional practices through leadership, education, and professional development. CPHPN is a working subcommittee of PHA Canada and helps to execute PHA Canada's mission, in particular by collaborating and advising on projects within the scope of practice of nursing and allied health professionals.

II. PURPOSE

This MOU outlines an agreement between PHA Canada and CPHPN that articulates a relationship based on a common commitment to improving the lives of Canadians living with PH. This includes CPHPN supporting the execution of PHA Canada's mission and strategic plan, and PHA Canada supporting the enhancement of PH nursing and allied health professional practices. This MOU is not binding in any way and shall not be construed as a legal contract. Rather, it is designed with the intent of setting mutual expectations and ensuring a positive, respectful, and constructive working relationship that benefits PH patients, their families/caregivers, their healthcare providers, and PHA Canada.

III. TERMS OF PARTNERSHIP

Decision-making

CPHPN will establish an annual work plan based on the priorities and projects identified by its members. CPHPN will also set a corresponding annual budget based on this work plan and will submit it to PHA Canada for approval based on available funding (see Funding section for more details).

PHA Canada and CPHPN will work together to identify and complete a minimum of one collaborative project per year that aligns with PHA Canada's current work plan and priorities.

PHA Canada and CPHPN will work together to execute planning and logistics for CPHPN meetings. CPHPN will be responsible for selecting dates and locations for Network meetings. PHA Canada shall also convene meetings of the Network for the purposes of engaging members in PHA Canada activities. PHA Canada will be responsible for securing appropriate meeting venues, accommodations, and supplies (i.e., meals, equipment), within the allocated budget, including signing any necessary contracts with vendors. CPHPN members will coordinate their own travel plans and be reimbursed for eligible expenses in accordance with PHA Canada's travel policy and procedures.

PULMONARY HYPERTENSION ASSOCIATION OF CANADA L'ASSOCIATION D'HYPERTENSION PULMONAIRE DU CANADA



Reporting

PHA Canada's Board of Directors shall appoint one current Director to act as board liaison to the CPHPN. The board liaison to the CPHPN will be appointed based on their skills and relationships relevant to the purpose of the CPHPN. It is the intent of PHA Canada to maintain a cross-section of skill sets on its Board of Directors, including those of a nurse and/or clinician.

CPHPN's Executive will meet with PHA Canada's Executive Director and the board-appointed liaison via tele/videoconference approximately every four months (three times per year). Additionally, PHA Canada's Executive Director will be invited to provide an update (either in person or remotely) to the CPHPN a minimum of twice per year.

CPHPN's Executive will meet with PHA Canada's Executive via tele/videoconference or in person a minimum of once per year. Additionally, the CPHPN Co-Chairs will be invited to provide a verbal update (either in person or remotely) to PHA Canada's Board of Directors a minimum of once per year.

Both parties agree to annually review the MOU and make recommendations for modifications.

Minutes will be recorded and submitted for all parties to review.

Funding

CPHPN will provide a written request for external funding (i.e. corporate sponsorship) to PHA Canada's Executive Director for inclusion in PHA Canada's annual corporate sponsorship appeal by the end of September each year. All funding requests to members of PHA Canada's Corporate Committee must be submitted via PHA Canada's Executive Director. CPHPN will at the same time provide a written report for their current sponsors on the progress and outcomes of their activities for the current year. CPHPN & PHA Canada will report this to CPHPN's sponsors.

CPHPN will provide a detailed budget request to PHA Canada's Executive Director by the end of September each year. PHA Canada will approve this request based on the availability of both external and internal funding resources. PHA Canada will provide final confirmation of CPHPN's annual budget once corporate sponsorships are confirmed.

CPHPN will approve and submit any expenses allocated to CPHPN's annual budget in accordance with PHA Canada's policies and procedures. Monthly budget versus expense updates will be provided to CPHPN upon request.

Accountability

Any websites, documents, or other products produced and distributed by CPHPN and PHA Canada will include mutual acknowledgement.

Projects receiving designated external sponsorship may also include recognition of this financial support with the approval of the funding partner.

Any documents or other products developed in collaboration between PHA Canada and CPHPN will be reviewed and approved by both parties prior to publication.





Additionally, PHA Canada's Medical Advisory Committee shall review any documents or other products containing medical or scientific information and meant for public consumption prior to publication.

IV. SUMMARY OF RESPONSIBILITIES UNDER THIS MOU

PHA Canada shall undertake the following key responsibilities:

PHA Canada will assist CPHPN with meeting logistics by securing appropriate venues, accommodations, and meeting supplies (i.e., meals, equipment), within the allocated budget, including signing any necessary contracts.

PHA Canada will reimburse CPHPN members for eligible travel expenses in accordance with its travel policy and procedures.

PHA Canada will include a funding request for CPHPN in their annual corporate sponsorship appeal based on the work plan and budget provided by CPHPN.

PHA Canada will administer a PHA Canada email group for CPHPN. Only members of the CPHPN will be included in the email group. The primary purpose of the email group is to facilitate communication amongst Network members. It may also be used by PHA Canada to communicate with CPHPN.

PHA Canada will meet with CPHPN in accordance with this agreement in order to facilitate collaboration and a positive working relationship.

CPHPN shall undertake the following key responsibilities:

CPHPN will work with PHA Canada to execute logistics for CPHPN meetings, including selecting meeting dates and locations. CPHPN members will coordinate their own travel plans and submit expenses in accordance with PHA Canada's travel policy and procedures.

CPHPN will establish an annual work plan and corresponding budget for submission to PHA Canada.

CPHPN will provide an annual report for their sponsors on the progress and outcomes of their activities for the current year.

CPHPN will approve and submit any expenses allocated to CPHPN's annual budget in accordance with PHA Canada's policies and procedures.

CPHPN will meet with PHA Canada in accordance with this agreement in order to facilitate collaboration and a positive working relationship.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY ALL PARTIES THAT:

This Agreement comes into effect upon ratification by the majority of each PHA Canada's Board of Directors and CPHPN's voting members. Any modification to this agreement must be agreed to by the majority of both parties and documented in writing.





VI. EFFECTIVE DATE AND SIGNATURES

This MOU is at-will and may be modified by mutual consent of authorized officials from PHA Canada and CPHPN. This MOU shall become effective upon signing by authorized officials from PHA Canada and CPHPN and remain in effect until modified/terminated by mutual consenting parties.

PHA Canada and CPHPN indicate agreement with this MOU with signatures below.

DocuSigned by: lisa Mielniczuk

PHA Canada Lisa Mielniczuk, Board Chair —Docusigned by: Jamie Myralı

PHA Canada Jamie Myrah, Executive Director

3/3/2024

Date

3/1/2024

Date

DocuSigned by: Gail Meliol SOLA

CPHPN Gail Nicholson, Co-Chair

3/8/2024

Date

—DocuSigned by: Andrea Glardner

CPHPN Andrea Gardner, Co-Chair

3/4/2024

Date