



Collaboration Agreement



1. Introduction; Term of Agreement

This Agreement is entered into and effective as of September 5, 2013, and sets forth the terms and conditions on which Harvard Medical Faculty Physicians at Beth Israel Deaconess Medical Center, Inc., Department of Emergency Medicine (hereafter referred to as "HMFP") shall assist the Region Skåne (hereafter referred to as "the Region"), with regard to the development of a high-quality sustainable emergency care delivery system.

HMFP will develop and execute a series of deliverables outlined below that will be designed to assist the Region with the development of a high-quality sustainable emergency care delivery system.

The term of this Agreement shall be from September 1, 2013 to December 31, 2013.

The parties agree to complete negotiation of the terms of an agreement for services to be provided by HMFP in 2014 no later than November 1, 2013 in order to prevent an interruption of the collaboration's activities at the end of 2013, assuming that both parties mutually desire to continue the collaboration activities into 2014.

2. HMFP Deliverables

A. Strategic Planning Support – Sundet

HMFP will provide support with the development of a strategic plan for Sundet regarding emergency medicine optimization and improvement;

- i. In Autumn 2013, HMFP will send a team of two senior emergency medicine physicians to Helsingborg for total of 3 days; including 1 day of on-site preparation and 2 days of on-site strategic planning workshop for the emergency medicine team at Helsingborg.
- ii. HMFP will provide an additional 2 hours of strategic planning support calls per month to Helsingborg for a period of 4 months.

B. Video Conference with Skåne Delegation to the EU in Brussels

- i. HMFP will participate in a 1-2 hour videoconference meeting hosted by the Region's delegation to the EU and attended by invited EU delegations (50-75 participants) in October 2013 to discuss the Region Skåne - HMFP collaboration.

C. Emergency Medicine Physician Specialist Training Program Development

- i. HMFP will host a team of physician and nursing training leaders (6-8 individuals) for a 1-week program at BIDMC in autumn of 2013. The purpose of this visit will be

for the Region Skåne team to meet with the HMFP and BIDMC post graduate medical education leaders, present the Skåne training program models, and share international best practices related to Emergency Medicine training program development and implementation.

- ii. This program will include a daylong strategic planning session between the Skåne participants and leaders of the BIDMC Harvard Affiliated Emergency Medicine Residency and Shapiro Institute for Education and Research for the purpose of developing strategic plans for the Sundet educational training programs.
- iii. HMFP will provide up to 3 hours of total calls for planning, discussion for the Region per month with the Associate Program Director of BIDMC Harvard Affiliated Emergency Medicine Residency after the visit.
- iv. HMFP will send one senior emergency medicine Attending Physician to Region Skåne as a visiting professor for 4 days per month, for 3 months in 2013 to conduct bedside teaching, give lectures, and run journal club and M&M conferences.
- v. HMFP will participate in a total of 2 hours per month (3 months) of total calls for planning and discussion of collaboration with Region Sjaelland on EM physician training program.

D. Graduate Emergency Nursing Training Program with Lund University

HMFP will work with nursing leaders from Helsingborg and other sites in Region Skåne to develop EM nursing education programs; both at the graduate university level, as well as at the hospital level in Helsingborg.

- i. HMFP will provide 8 hours per month for a 2 month period of nursing leader time for Skype / phone calls, discussion, planning activities.

E. Emergency Department Operations

HMFP will work with the Helsingborg Hospital emergency department leadership team on optimizing the operational model for the ED, including redesign of the current ED front-end processes, throughput processes related to the current EM desk model, and implementation of ED care protocols.

- i. HMFP will host 2 teams of 6-8 individuals for 1 trip each to Boston (total of 2 trips) from the Sundet emergency department group (the two groups are the Scheduling group and the Operations group); each trip to Boston will be of one-week duration.
- ii. During these trips to Boston, the teams will identify specific change initiatives that HMFP will work with them on developing specific plans for implementation including timelines, guidelines and key performance indicators; there will also be opportunities for clinical observation in the BIDMC ED.
- iii. HMFP will provide up to 4 hours of physician time and up to 4 hours of nursing time per month (for a period of 3 months) to assist in the development and implementation of this new efficiency model.

F. Politician Visit to Boston

- i. HMFP will host a delegation from Region Skåne that will include political leadership and will focus on examining the emergency care delivery system as well as other aspects of health care delivery to be determined. During this visit there will

- be a series of presentations on emergency care delivery, opportunities to meet with healthcare leaders in the various disciplines, tours of facilities, etc.
- ii. The visiting group will consist of 6-8 visitors for a 3 day visit in Boston.

3. The Region Skåne Deliverables

The Region agrees to provide the following: Travel expenses (flight, hotel, meals outside of contract, etc.) for Region employees.

4. Financial Terms

4a. For the HMFP deliverables outlined above, the Region will pay HMFP a fixed fee of \$230,600 USD (SEK 1,494,395). One payment will be made by September 1, 2013 of SEK 747,197 with a second payment of SEK 747,197 by December 15, 2013. Payments will be preceded by an invoice sent electronically to Dr. Kjell Ivarsson.

4b. Late Payments

Payments not paid within 45 days of invoice are grounds for termination as described below in section 5.

5. Termination of Agreement

Either party has the right to terminate this Agreement within 15 days of the start of a deliverable activity without cause by giving written notice to the other party. Either party has the right to terminate this Agreement upon a breach of this Agreement by the other party, by written notice to such other party, provided that the breach has not been cured to the satisfaction of the terminating party within 45 days after the breaching party's receipt of such written notice. In the event of the termination of this Agreement for any reason, the Region will be liable to pay HMFP all fees as defined above for work already completed, and all penalties levied against HMFP for early termination of subcontracts or travel-related reservations as related to this Agreement.

6. Use of HMFP Name:

Due to HMFP's contractual obligations to Harvard Medical School with respect to use of the Harvard name, the Region agrees that, without HMFP's prior written consent in each instance, the Region will not (1) make any use or public disclosure of HMFP's name and/or marks, including, without limitation, on any web sites, or (2) combine any of HMFP's marks with any other mark of any other party to create a composite mark.

7. Ownership and Use of Intellectual Property

Notwithstanding anything in this Agreement to the contrary, HMFP shall have sole ownership of all intellectual property and other proprietary rights, including but not limited to patents, copyrights, and trademarks, with regard to products, documents and other materials, which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the performance of

services under this Agreement. Additionally, HMFP retains all intellectual and other proprietary rights to those documents or other materials that may be used from time in connection with the performance of services under this Agreement, and which have already been produced by HMFP. At HMFP's request, the Region shall take all necessary steps, execute all necessary documents and generally assist HMFP in securing such proprietary rights and transferring them to HMFP in compliance with the requirements of applicable laws.

8. Nondisclosure and Nonuse of Confidential Information.

8a. In the course of HMFP's provision of services to the Region, HMFP may be provided access to certain confidential information and trade secrets of the Region ("Confidential Region Information"). HMFP acknowledges that all Confidential Region Information is and will remain the sole property of the Region, and that should HMFP acquire any Confidential Region Information (whether in electronic or documentary form, or otherwise) from any Region employee, HMFP will immediately return all such Confidential Region Information and any copies thereof to the Region. HMFP warrants and covenants that it will not disclose to any business, firm, entity or person, either directly or indirectly, any Confidential Region Information, or use any Confidential Region Information other than in the course of the performance of services pursuant to this Agreement, whether on its own behalf or on behalf of any other entity. The terms of this Section are in addition to, and not in lieu of, any legal or other contractual obligations that HMFP may have relating to the protection of Confidential Region Information. The terms of this Section will survive indefinitely the termination of this Agreement.

8b. In the course of HMFP's provision of services to the Region, the Region may be provided access to certain confidential information and trade secrets of HMFP ("Confidential HMFP Information"). The Region acknowledges that all of the Confidential HMFP Information is and will remain the sole property of HMFP, and that should the Region acquire any Confidential HMFP Information (whether in electronic or documentary form, or otherwise) from any HMFP employee or independent contractor, the Region will immediately return all such Confidential HMFP Information and any copies thereof to HMFP. The Region warrants and covenants that it will not disclose to any business, firm, entity or person, either directly or indirectly, any Confidential HMFP Information, or use any of the Confidential HMFP Information, whether on its own behalf or on behalf of any other entity. The terms of this Section are in addition to, and not in lieu of, any legal or other contractual obligations that the Region may have relating to the protection of Confidential HMFP Information. The terms of this Section will survive indefinitely the termination of this Agreement.

9. Independent Contractor

This Agreement does not constitute a hiring of HMFP or any of its employees or independent contractors as an employee of the Region. The parties agree that the relationship of HMFP to the Region during the term of this Agreement shall be that of independent contractor. HMFP acknowledges that its employees and independent contractors are not employees of the Region and are not entitled to any employment rights or benefits of the Region. Nothing contained herein shall constitute HMFP or the Region as members of any partnership, joint venture, association, syndicate

or other entity, or be deemed to confer on HMFP or the Region any express, implied or apparent authority to incur any obligation or liability on behalf of other party.

10. No Authority to Bind

HMFP, in its capacity as such, shall have no authority to, and agrees that it will not, enter into, incur, make, change, enlarge or modify any contract, liability, agreement, obligation, representation, guarantee, warranty or commitment on behalf of the Region unless expressly requested to do so in writing by the Region.

11. Entire Agreement; Amendment

This instrument contains the entire agreement of the parties with respect to services to be performed by HMFP for the Region. It may not be changed orally, but only by an agreement in writing signed by each of the parties hereto.

12. Notices

All notices required or permitted to be given hereunder shall be in writing, addressed to the parties at their addresses set forth below, and shall be given by international overnight delivery service (charges prepaid). Notices shall be deemed to be delivered two (2) business days after being deposited with the overnight delivery service.

If to HMFP:

Harvard Medical Faculty Physicians at BIDMC, Inc.
Department of Emergency Medicine
330 Brookline Avenue, W/CC-2
Boston, MA 02215
Attention: Department Chair

with a copy to:

Harvard Medical Faculty Physicians at BIDMC, Inc.
375 Longwood Avenue, Third Floor
Boston, MA 02215
Attention: President

If to the Region:

Attention: _____

13. Bind and Inure; Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in interest and permitted assigns. This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party.

14. Governing Law

This Agreement is made in and shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to conflicts of laws principles.

15. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures on this Agreement may be exchanged by facsimile, e-mail or other means of electronic transmission.

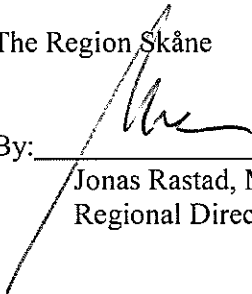
(Signature Page Follows)

Accepted and agreed, this ___ day of September, 2013

Harvard Medical Faculty Physicians
at Beth Israel Deaconess Medical Center, Inc.

By: _____
Stuart A. Rosenberg, M.D.
President

The Region Skåne

By:  _____
Jonas Rastad, M.D.
Regional Director