



**Collaborative Agreement (CA)
Between**

Kazan State Medical University (hereinafter called KSMU)
having its headquarters in the Russian Federation, State of Kazan,
49, Butlerov str., Kazan, Region of Tatarstan, Russian Federation 420012

and

CanHealth International Inc. (hereinafter called CanHealth)
having its headquarters in Canada, Province of British Columbia
#649 – 550 West Broadway, Vancouver, British Columbia, V5Z 0E9, Canada

1. Purpose and Scope

The purpose of this CA is to define direction, approaches and principles for cooperation in a collaborative agreement between two parties and to identify the roles and responsibilities of each party in activities related to learning through state-of-the-art technology for the best interest of students and faculty in the State of Kazan and in the region of Tatarstan. The intention is to create a new opportunity, but not to be deemed to interfere, hinder or impede the business directions of KSMU.

2. Objectives

The aim of the collaborative agreement is to jointly build and support an educational environment for delivery of the electronic library of inter-professional educational units and electronic platform for education and research (e-PER) that will have a positive and measurable effect in all domains of education including cognitive, affective, and psychomotor using state-of-the-art technology. We also aim to facilitate and promote further cooperation between KSMU and CanHealth in other areas of inter-professional education and other collaborative activities.

3. CanHealth's Responsibilities

CanHealth's responsibilities under this CA will include, but are not limited to the following activities:

- Provide an updated state-of-the-art, accredited, innovative, competency-based student-centered standardization curriculum for medical graduates.
- The delivery of the curriculum assessment and evaluation.
- Provide faculty development education for simulation specialists and faculty members.
- Provide expert advice for the establishment of the simulation centre.
- Foster the Accreditation of the simulation centre.

- Provide support for validity, reliability, efficacy, cost-effectiveness and outcome analysis of the education research.
- Support other types of research and developmental projects related to educational technology.
- Provide a proprietary Learning Management System (LMS) for inter-professional education called e-PER.
- Provide an electronic library (CanHealth Curriculum Library) to 500 KSMU representatives free of charge as per the attached table.
- KSMU users of the e-library over and above the limit will be charged cost recovery. Terms and conditions of extra users and payment schedule will be described as an addendum to this agreement.
- Support the regular update of the technology and content of the electronic library.
- Jointly develop standardization curricula and special programs for other specialties and health professions (Nursing, Allied Health, and others).
- Support and promote the quality assurance and maintenance of accreditation for education, simulation and best laboratory practice.
- Provide other consultations with respect to health education and research.

4. **KSMU Responsibilities**

KSMU's responsibilities under this CA will include, but not limited to the following activities:

- Provide expertise for joint development of future curricula, particularly when it pertains to pathologies related to the region.
- Provide manpower and expertise to facilitate translation of the website and the curricular content into Russian.
- Facilitate the accreditation process of the simulation centre.
- Provide servers, computers, routers, enabling software, audio/visual equipment and other technologies required for asynchronous knowledge delivery and technology-enabled learning opportunities.
- Provide infrastructure for synchronous knowledge delivery such as auditorium, classrooms, simulation facility, offices and others.
- Provide furniture, books, other materials and accessories for the implementation of the program.
- Support faculty and curriculum development.
- Provide an opportunity for clinical placement of students within hospitals and other healthcare settings.
- Support the research and assessment mandate of the program.
- Provide opportunity for clinical placement of students within hospitals and other health care settings.
- Support coordination with the local licensing and accreditation bodies.
- Support and facilitate traveling expenses of CanHealth staff for future academic events in this joint venture.
- KSMU will have exclusive rights for distribution to Russia, Belarus and Kazakstan.

5. **Responsibilities of Both Parties**

- Both parties agree to support this project as a joint venture, therefore, the e-PER and e-library will be given to KSMU free of charge.
- Both parties agree that after the adaptation of the e-PER and e-library to the Russian language, an individual fee as per our cost recovery schedule, will be charged to the users

(except users mentioned in subparagraph 9 of paragraph 3) and the proceeds of that income will be divided 50/50 after cost recovery expenses had been paid to CanHealth. A schedule of the cost recovery and other expenses related to this Collaborative Agreement is attached as Table 1.

- When partners are operating for profit, every partner will share the cost of administration and operations (accessibility and storage) that will be 10% of the income. The remainder of the profit will be divided 50/50 between CanHealth International and the partner (Kazan State Medical University).
6. The "brand items", e.g. crests, logos and all other intellectual property belonging to each party may not be used without the express written permission of the owner of those particular intellectual properties. Both parties will respect the intellectual properties of each other for 10 years after the termination of the CA. The intellectual properties for all the changes to the existing curricula and/or platform will belong to CanHealth International. The intellectual properties for all new curricula developed as result of this joint venture will belong to both parties on a 50/50 basis.
 7. This CA will be in effect from the date of signing for five years and will be renewable for mutually agreeable terms.
 8. This CA may be terminated with two months' written notice
 9. This CA will be implemented under the CanHealth and KSMU Canadian and Russian international law rules and regulations.

Kazan State Medical University

Dr. Alexey Sozinov, MD, PhD
Rector, Kazan State Medical University

Signature

Date

23.06.2017

CanHealth International Inc.

Dr. Karim Qayumi, MD, PhD, FRCSC
President and CEO, CanHealth Intl

Signature

Date

June 27th 2017

