

**MEMORANDUM OF AGREEMENT (MOA)
FOR THE IMPLEMENTATION AND OPERATION OF THE HEALTH SCIENCES
PLACEMENT NETWORK IN SASKATCHEWAN**

BETWEEN:

SASKATCHEWAN ACADEMIC HEALTH SCIENCES NETWORK

(hereinafter referred to as "SAHSN")

- and -

INSERT NAME

Address

CITY SK Postal Code

(hereinafter referred to as "SKUC MEMBER")

WHEREAS SAHSN is a network of Saskatchewan institutions and agencies concerned with health sciences including coordination of academic health sciences programs, health authorities and other health service providers in Saskatchewan;

AND WHEREAS the Health Sciences Placement Network ("HSPnet") is technology providing a system for the management of practice education of health sciences students consisting of web-enabled database and tools and is designed to improve coordination of clinical placements of post-secondary educational institutions (as Placing Agencies) and health authorities and other health service providers (as Receiving Agencies);

AND WHEREAS by Memorandum of Agreement ("MOA") between SAHSN and the owner of HSPnet British Columbia Academic Health Council ("BCAHC") SAHSN has affiliated with BCAHC to participate in the management, operation, sharing of costs with Canadian academic health agencies ("HSPnet Members") and under such MOA, SAHSN has the right to use and to sub-license the use of a Saskatchewan application of HSPnet ("HSPnet-SK");

AND WHEREAS SKUC Member is either a Saskatchewan Placing Agency or Receiving Agency desiring a sub-license to use HSPnet-SK and to participate as a SKUC Member as provided in this Agreement;

AND WHEREAS an Advisory Council for Clinical Education (ACCE), a representative body of SKUC Members has been established by SAHSN to serve as the HSPnet-SK Management Committee;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms, covenants and agreements herein contained, the receipt and sufficiency of which are hereby irrevocably acknowledged, SAHSN and SKUC Member agree as follows:

GOVERNANCE AND MANAGEMENT

1. SKUC Member agrees that the SAHSN's ACCE will oversee and address issues concerning Saskatchewan clinical placement matters, implement HSPnet-SK and carry out the functions of the Saskatchewan HSPnet-SK Management Committee as specified in the MOA and as may be assigned from time to time by the SAHSN Board, including:
 - (a) guide expansion of Saskatchewan-based HSPnet group and build SKUC Membership;
 - (b) notwithstanding Appendix 2 determine by majority vote its proposal for a cost allocation formula to fairly distribute the overall cost of HSPnet-SK to individual SKUC members for the budget for each forthcoming fiscal year;
 - (c) review progress reports and feedback from SKUC members on any operational issues including the cost allocation formula;
 - (d) report results of activity/monitoring that it undertakes;
 - (e) provide advice to the National Steering Committee established under the MOA ("National Steering Committee"), identify priorities pertaining to Enhancements and other matters of provincial interest pertaining to the Budget established under the MOA;
 - (f) generate ideas to enhance HSPnet and HSPnet-SK; and
 - (g) identify members of a Data Stewardship Committee to carry out HSPnet Policies on Privacy and Security pertaining to use of HSPnet-SK and assist to identify an HSPnet-SK Privacy Officer to carry out the duties referred to in the said Policies in the Province of Saskatchewan.

ACCESS TO HSPnet-SK AND OWNERSHIP OF HSPnet AND HSPnet-SK

2. On the terms and conditions of this Agreement, on submission of a Subscription Application in the form attached (Appendix 1), SAHSN shall do all reasonable acts to ensure SKUC Member is granted and SKUC Member hereby accepts a non-exclusive, non-transferable limited license under which it may access and use HSPnet-SK. The MOA provides that the form of Appendix 1 may be varied by agreement of SAHSN and BCAHC. SAHSN shall give notice to SKUC Member of each change to Appendix 1 and upon such notice, Appendix 1 shall be deemed to be revised and a replacement Appendix 1, bearing the date the Appendix was modified by agreement of SAHSN and BCAHC, shall be prepared and same shall be attached to this Agreement by each Party.
3. Access to HSPnet-SK will be through SKUC Member User ID and Password to be provided by BCAHC. SKUC Member agrees to notify BCAHC in the event of a material change to its need to access to Confidential Information or other data in HSPnet-SK, for reasons including the SKUC Member's employment or contract or change in organizational role or jurisdiction.

4. At its own risk and expense, SKUC Member is responsible to acquire, install, operate and maintain its own access to the Internet.
5. SAHSN will do all reasonable acts to ensure SKUC Member has access to HSPnet-SK and Help Desk support from BCAHC from Monday to Friday, 0900 to 1700 hours (CST), including response to email support requests within four hours of receipt or by 0900 hrs (CST) the following day for requests received on the preceding afternoon, or such Help Desk support as may be determined from time to time by the National Steering Committee.

OWNERSHIP AND PROPRIETARY INTERESTS

6. SKUC Member shall retain proprietary interest in its own data and Confidential Information which it submits for inclusion on HSPnet-SK and the use and release of same shall be in accordance with HSPnet Policies of Privacy, Security, and Data Access.
7. Subject to section 6, SKUC Member acknowledges and agrees that BCAHC is the sole owner of HSPnet, the Hardware and other equipment required to operate HSPnet, Software, Program and all other associated Proprietary Information, Confidential Information, intellectual property, including fixes and Enhancements made during the Term, HSPnet documentation, business rules of BCAHC, design components and logos developed by BCAHC (in this section and sections 8 and 16, referred to as the "Property") and was compiled, revised, selected and arranged by BCAHC through the application of methods, skill, judgment, and was developed and applied through expenditure of substantial time, money and effort and same constitutes valuable copyright, including protected compilations and trade secrets.
8. SKUC Member agrees:
 - (a) to keep its User IDs and Passwords in a secure and confidential manner; it shall not disclose same to any person, firm or corporation whatsoever, except as may be permitted by HSPnet Policies on Privacy and Security and to notify SAHSN and BCAHC immediately on becoming aware of any misuse, abuse or security breach of User ID or Password;
 - (b) to comply with applicable privacy laws, HSPnet Policies on Privacy and Security and other standard operating policies and procedures prescribed by BCAHC and SAHSN as same may be varied from time to time;
 - (c) to comply with applicable privacy laws, including without limitation, obtaining necessary student consents to permit transfer of Confidential Information of the student:
 - (i) between agencies when the placement of the student involves transfer of the student's placement as part of a collaborative educational program, enabling both SKUC Members to have access to the transferring student's Confidential Information; and

- (ii) to a successor in the event of a legal transfer of a receiving SKUC Member to another receiving SKUC Member as a result of amalgamation or other formal merger, whether or not the merger or amalgamation results in formation of a new legal entity.
 - (d) to ensure that adequate controls and audit mechanisms are in place to ensure that HSPnet-SK is accessed strictly for the purposes of coordination of clinical placements;
 - (e) to permit SAHSN and its authorized agents to monitor compliance with the terms of this Agreement including inspection of SKUC Member's location during regular business hours without notice;
 - (f) to ensure all data submitted for inclusion on HSPnet-SK is true and correct and it has obtained all required consents and waivers to permit data and Confidential Information to be lawfully included, accessed and used on HSPnet-SK to meet the objectives of HSPnet-SK;
 - (g) to take reasonable steps to protect the copyright and/or other proprietary rights in the Property, and not to sell, transfer, convey, assign, publish, distribute, disseminate, modify, copy, reverse engineer, disassemble, decompile, decrypt, reconstruct, copy or prepare derivative works based on the Property or any portion thereof, directly or indirectly, or permit any person, firm or corporation to perform such actions for any purpose and not to remove, alter or obscure any proprietary notices on the HSPnet, HSPnet-SK, the Software, Program or other components of the Property or on any printed extracts; and
 - (h) on request of SAHSN, to provide SAHSN with royalty-free license of intellectual property of SKUC Member in Enhancements referred to in section 1(f) in a form SAHSN considers reasonable, permitting SAHSN, without constraint, to assign same to BCAHC, and if third-party interests exist or are claimed in same, upon request of SAHSN, to take reasonable steps to attempt to arrange for a release of such interests and claim.
9. SAHSN warrants and represents that, so long as the MOA remains in effect, it has the right to sub-license the use of HSPnet-SK to SKUC Member.

COST SHARING

10. Under the MOA, SAHSN shares in costs of operating and enhancing HSPnet and HSPnet-SK in accordance with a cost-sharing Formula determined and adjusted by the National Steering Committee.
11. SKUC Member agrees to pay a proportionate share of the costs referred to in section 10 for the current fiscal year in accordance with the estimated allocation set out on Appendix 2, as same may be adjusted as permitted under this Agreement. SAHSN shall invoice SKUC Member in or about May 31, each year and payment shall be due and owing within 30 days of invoice.

12. In accordance with clause 1(b), notwithstanding Appendix 2, ACCE will submit its annual recommendation to the SAHSN Board for determination of the cost allocation formula for SKUC Members for each forthcoming fiscal year. SAHSN shall invoice SKUC member on an annual basis as soon as practicable following determination of cost allocation by SAHSN Board.
13. SAHSN agrees to make reasonable efforts to ensure the following events occur:
 - a) In or about October in each year, SAHSN is to provide SKUC Member with an estimate of the budget for HSPnet-SK for the forthcoming fiscal year, which shall be subject to adjustments due to changes to the formula by ACCE and other just causes;
 - b) In or about February in each year, through the processes set out in the MOA, SAHSN is to be made aware of the share of costs of operating and enhancing HSPnet and HSPnet-SK to be borne and paid for by SKUC Members for the forthcoming fiscal year;
 - c) In or about March in each year, ACCE is to be requested to determine its recommendation as to the cost-allocation formula to apportion the said costs among SKUC members for the forthcoming fiscal year and same will be submitted to SAHSN Board for approval;
 - d) In or about late March in each year, SAHSN Board will be requested to review the ACCE recommendation and determine the cost allocation of each SKUC Member for the forthcoming fiscal year; and
 - e) In or about April in each year, SAHSN will remit invoices to SKUC Member.

LIMITATIONS AND DISCLAIMERS

14. SKUC Member acknowledges and agrees that it is solely responsible for ensuring the accuracy and completeness of any data submitted for inclusion on HSPnet-SK. SKUC Member is solely responsible for the formulation of all searches and the results obtained.
15. Neither SAHSN nor BCAHC shall be liable to SKUC Member for malfunction, interruption, failure, error or omission in the communication or transmission of information from SKUC Member to SAHSN or BCAHC or in the filing of any forms received by SAHSN or BCAHC from SKUC Member or for any viruses or similar defects present in any electronically stored information or records returned to SKUC Member.
16. There are no understandings, representations, warranties or guarantees, express or implied, statutory or otherwise relating to HSPnet or HSPnet-SK including any implied warranty of merchantability or fitness or adequacy for any particular purpose or use or of quality, productiveness, capacity or accuracy. SAHSN shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages in connection with delivery, use or performance or failure thereof of HSPnet, HSPnet-SK or other Property, or arising from the

negligence of SAHSN, BCAHC, their respective employees, contractors, officers directors or consultants. SAHSN does not warrant that HSPnet, HSPnet-SK or the Property will meet SKUC Member's requirements or expectations.

17. In the event of early termination of this Agreement pursuant to section 19, SAHSN shall take reasonable steps to recover amounts paid by SAHSN to BCAHC for any period for which access to HSPnet-SK was not available. The sole remedy of SKUC Member against SAHSN shall be to a share of any refund received by SAHSN, which amount shall be shared pro-rata with other SKUC Members, less the costs of collection.
18. SKUC Member agrees to indemnify and save harmless SAHSN and BCAHC from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings including reasonable solicitor's fees and expenses of litigation to the extent same arises out of anything done or omitted to be done by SKUC Member or a person for whom SKUC Member is responsible at law.

TERM AND TERMINATION

19. The execution of the MOA between SAHSN and BCAHC is a condition precedent to this Agreement and upon termination of the MOA, this Agreement shall be automatically terminated.
20. This Agreement shall continue until terminated by either Party on one-year written notice to the other and in addition, either Party may terminate this Agreement on or after:
 - (a) the making of an assignment or an attempted assignment of all or any part of the rights or obligations of this Agreement by the other Party;
 - (b) the cessation or suspension of normal business operations or insolvency of the other Party, or if it is a corporation, the loss of its status as an active corporation; or
 - (c) breach of this Agreement by the other Party.
21. Neither Party shall be considered to be in default in performance of its respective obligations under this Agreement or held responsible to compensate the other party for damages or otherwise if the performance of such obligations fails or is delayed due to fire, strikes, floods, acts of God, civil commotion, warlike operations, or other unusual occurrences or inability to obtain human resources or materials or other delays or defaults caused by third parties which could not be reasonably foreseen and provided against. The party whose performance is prevented by such event shall be granted a period of time to comply with this Agreement equal to the time lost as a result of the *force majeure*.

22. As the value of the copyright, proprietary rights and/or trade secrets and interests embodied in same may diminish substantially if SKUC Member makes or permits unauthorized use or disclosure of proprietary information or if it breaches any of its obligations with respect to its limited right to use HSPnet and HSPnet-SK same, SKUC Member agrees that SAHSN and/or BCAHC will be entitled to all remedies available at law or in equity to protect the interests therein, including but not limited to injunctive relief as well as monetary damages.

GENERAL

23. Except as the context may otherwise require, the terms in this Agreement shall be given the meanings set out on the Glossary of Terms attached hereto and marked as Appendix 3 to this Agreement.

24. No Party shall be entitled to assign, transfer or subcontract the whole or any part of this Agreement without the prior written consent of all of the other then-current Parties to this Agreement.

25. Each Party shall direct its employees and agents to adhere to its obligations under this Agreement.

26. Nothing in this Agreement or the relationship of the Parties shall be interpreted, represented or construed as creating an agency, association, employer-employee, partnership or joint venture relationship and neither Party shall represent or hold itself out as such. Neither Party shall have any authority to act for any the other or to assume any obligations or responsibilities on behalf of the other except as may be expressly authorized pursuant to this Agreement.

27. Any terms which, by their nature, are intended to survive the expiry or termination of this Agreement shall continue in full force and effect after termination, which terms shall include, but not be limited to obligations pertaining to maintaining confidentiality and indemnification.

28. This Agreement represents the entire understanding and Agreement of the Parties hereto and supersedes all prior negotiations and agreements pertaining to the subject matter. If there is any conflict between this Agreement and any other agreement, this Agreement shall prevail. After execution of this Agreement, no amendment shall have any force or effect unless it is in writing and signed by the proper signing officers of each Party.

29. If any clause, provision or section of this Agreement be or become invalid, illegal or not enforceable, it shall be considered separate and severable from this Agreement and all remaining provisions shall be in full force and be binding upon the parties as though the said provision had not been included.

30. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan.

31. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
32. Any notice, invoice, demand or other communication provided for under this Agreement shall be in writing and shall be deemed to be validly given if sent by the CEO or designate of a SKUC Member to SAHSN, by registered mail, addressed as follows:

Donald J. Philippon, PhD, CHE
Special Advisor
Saskatchewan Academic Health Sciences Network
Room 410, RJD Williams Building
221 Cumberland Avenue North
Saskatoon SK S7N 1M3

and if given by SAHSN to SKUC Member, sent by registered mail, addressed to the address set forward below, or if SKUC Member is a corporation, to the address of the most recent registered office contained in the records of the Corporate Registry of Saskatchewan. All notices sent by registered mail shall be deemed to have been received on the fifth day following the date of mailing as such date is shown on the Post Office receipt unless mail service is interrupted by strike, work slow down, *force majeure* or other similar cause after notice is sent. In such event the Party giving notice may use another form of service and notice will not be deemed to be received until actually received. Either Party may give notice in writing to the other of any change of address, and thereafter all notices shall be given to the Party at the new address so notified,

IN WITNESS WHEREOF SAHSN has executed this Agreement this _____ day of _____, 2008 by the hands of its authorized signing officers on its behalf.

SASKATCHEWAN ACADEMIC HEALTH SCIENCES NETWORK,

Per: _____
Maura Davies, Chair, SAHSN Board

Per: _____
Donald J. Philippon, Special Advisor

IN WITNESS WHEREOF _____ has executed this Agreement by the hand(s) of its authorized signing officers on its behalf this _____ day of _____, 20_____

Per: _____

Per: _____

Appendix 1:

**SASKATCHEWAN ACADEMIC HEALTH SCIENCES NETWORK
HSPnet SUBSCRIPTION APPLICATION FORM**

A. SUBSCRIBER INFORMATION					
Placing or Receiving Agency			Contact information		
Organization		Name			
Address 1		Title			
Address 2					
City		Phone		Fax:	
Postal Code		E-mail			

B. Placing Agency Only:

Each Educational Program within a post secondary educational institution will contact SAHSN (or vice versa) to discuss when it is appropriate for their program to begin implementation. SAHSN will coordinate implementation planning with HSPnet on behalf of the Educational Program. Implementation will occur within 60 days or less after delivery of the completed HSPnet Setup Workbook for the implementing program(s) to the HSPnet Director.

C. Receiving Agency Only:

Each Health Region will contact SAHSN (or vice versa) to discuss when it is appropriate for their sites and service programs to begin implementation. SAHSN will coordinate implementation planning with HSPnet on behalf of the Health Region. Implementation will occur within 60 days or less after delivery of the completed HSPnet Setup Workbook for the implementing site(s) or service program(s) to the HSPnet Director.

D. TERMS OF USE FOR HSPnet-SK SUBSCRIBERS

By signing below, SKUC Member (Subscriber) accepts the terms of use of HSPnet-Saskatchewan set out in the MOA to which this Appendix forms a part and:

1. Subscriber, its employees, servants and agents will use HSPnet-SK in accordance with HSPnet Privacy and Security Policies and Procedures (see: HSPnet website <http://hspbc.net/privacy/index.asp>) and other standard operating policies and procedures prescribed by BCAHC and SAHSN as same may provide from time to time;

2. Subscriber appoints _____ as SKUC Member contact

Title: _____

Phone: _____ E-mail: _____

3. Subscriber will promptly inform SAHSN of any change in the identity of its appointees.

Signature: _____ Date: _____

SAHSN Use

Appendix 2:

ALLOCATION OF HSPnet OPERATING COSTS

Allocation of HSPnet Operating Costs			
		% Distribution	2009-10 (39 programs)
UofS		22.11	\$19,063.42
SIAST		22.11	\$19,063.42
SHR		19.04	\$16,415.72
RQHR		19.04	\$16,415.72
UofR		1.47	\$1,270.89
FNUC		1.47	\$1,270.89
Cypress HR		1.34	\$1,155.36
Five Hills		1.34	\$1,155.36
Heartland HR		1.34	\$1,155.36
Keewatin Yatthe HR		1.34	\$1,155.36
Kelsey Trail HR		1.34	\$1,155.36
Mamawetan Churhill River HR		1.34	\$1,155.36
Prairie North HR		1.34	\$1,155.36
PAPHR		1.34	\$1,155.36
Sun Country HR		1.34	\$1,155.36
Sunrise HR		1.34	\$1,155.36
SK Cancer Agency		1.34	\$1,155.36
Total		100%	\$86,209.00
* 8 RC/SIIT			\$800.00
Total			\$90,009.00

*Regional Colleges or other Vocational Institutions who wish to become a SKUC member will be invoiced for \$100.00 for the Budget Year 2009–10

Appendix 3:

GLOSSARY of TERMS

Except as the context may otherwise require, the terms in this Agreement shall be given the following meanings:

- (a) "Agreement" means this Agreement and all attached Appendices, together with all amendments and modifications made to this Agreement from time to time, including replacement Appendices contemplated by sections 2, 12 and 13;
- (b) "Budget" means the Budget established annually under the MOA by the National Steering Committee in consultation with BCAHC payable by HSPnet Members which may include an Enhancements component that is shared or not shared with other HSPnet Members;
- (c) "Confidential Information" means personal, private or secret information of a person or a Party in all material forms and however fixed, stored, expressed or embodied that is disclosed by a Party to another Party during discussions, meetings, tests, demonstrations, correspondence or otherwise and includes information to which any privacy law or HSPnet Policies on Privacy and Security applies, and any information related to activities connected with this Agreement, whether or not such information is specifically marked or identified as confidential at the time of disclosure;
- (d) "Proprietary Information" is information that is non-public, confidential, privileged or proprietary in nature which may have actual or potential economic value in part from not being publicly available and includes the Software and Program of HSPnet and associated documents and materials.
- (e) Notwithstanding the foregoing, Confidential Information and Proprietary Information do not include the following specific exclusions:
 - (i) information that was legally and legitimately in the public domain through no act or omission of the receiving Party at the time of disclosure by the receiving Party;
 - (ii) information that was legally and legitimately published or otherwise becomes part of the public domain through no act or omission of the receiving Party at the time of disclosure by the receiving Party;
 - (iii) information that was already in the possession of the receiving Party at the time of disclosure by the disclosing Party and was not acquired by the receiving Party, directly or indirectly, from the disclosing Party (as shown by documentation sufficient to establish the timing of such possession), and the receiving Party is free to disclose the information to others without breaching any contractual or trust obligations or common law duties;

- (iv) information that becomes available from an outside source who has a lawful and legitimate right to disclose the information to others, and the receiving Party is free to disclose the information to others without breaching any contractual or trust obligations or common law duties;
 - (v) information that was independently developed by the receiving Party without any of the Confidential Information or Proprietary Information being reviewed or accessed by the receiving Party (as shown by documentation sufficient to establish the timing of such development);
 - (vi) information that was or must be released due to a compulsory disclosure order under a judicial process or under a compulsory statutory or regulatory (including securities) requirement, or information which a Party is authorized and deems necessary to release in accordance with applicable access to information laws, none of which was or is invited by, or consented to, by the receiving Party, and the disclosing Party made all reasonable efforts to limit production, use and disclosure of the information to the narrowest class practical under the circumstances; or
 - (vii) is disclosed by the receiving Party with written permission of the disclosing Party.
- (f) Notwithstanding the specific exclusions set out in subsection (d) of this clause, no information obtained by a receiving Party shall be deemed to be in the public domain or in the prior possession of the receiving Party merely because that information is embraced by more general information in the public domain, or in the prior possession of the receiving Party, and in either case that information is either obscure or in disparate elements, requiring selection or arrangement using any or all of intellectual endeavour, scientific insight, or business or technical savvy in order to become valuable or obvious. For greater clarity, the said specific exceptions shall apply only to the extent that the receiving Party provides the disclosing Party with written documentation or records containing the Confidential Information or Proprietary Information in substantially the same degree of specificity and presentation as the Confidential Information or Proprietary Information was disclosed by the disclosing Party to the receiving Party hereunder.
- (g) "Enhancements" mean new, revised, updated, upgraded versions or releases of HSPnet or its associated documents and materials, or any module or part thereof to improve performance, add new features, processes or functionality and which may include, but are not limited to:
- (i) A Capacity Manager module will allow receiving sites to set target levels of student capacity by shift and student/placement type, and site managers to review capacity utilization for a service, site, or health authority;
 - (ii) A Practice Education Guidelines module (target release 2006/07) will allow schools and health authorities to publish policies, guidelines and other content at the level of a Program, discipline, health authority, site, or unit;

- (iii) An e-Orientation module to support online learning by students, faculty and preceptors that would dovetail with plans for a Student Access module to provide students with access to information about upcoming placements, placement history, and a service to post resumes online;
 - (iv) An expanded Student Prerequisites module to streamline efforts by schools to track status of criminal records checks, immunizations, and other placement requirements; and
 - (v) Upgrades for changes in Platform and/or regulatory requirements.
- (h) “Hardware” means servers or computers;
 - (i) “HSPnet Member” or “HSPnet Members” means provincial organizations authorized under contract with BCAHC to participate in the National Steering Committee and to sub-license access to HSPnet;
 - (j) “HSPnet” means technology that provides a system to manage the practice education of consisting of web-enabled data base and tools to coordinate and improve management of practice education for health sciences students and the Hardware and other equipment required to operate HSPnet, Software, Program, Confidential Information, Proprietary Information, publications, intellectual or creative properties pertaining to the operation of same;
 - (k) “HSPnet-SK” means a copy of the HSPnet and its related Software and Programs which are to be installed by or on behalf of BCAHC on the Hardware for access and use by SAHSN and SKUC Members in respect of Saskatchewan students and Saskatchewan facilities;
 - (l) “HSPnet Policies on Privacy and Security” means the Policies on Privacy and Security <http://hspbc.net/privacy/index.asp> as same may be revised by the National Steering Committee from time to time;
 - (m) “license” means a right to access and use the HSPnet-SK system, Enhancements, user manuals and any other documentation or media produced by or on behalf of BCAHC from time to time that is capable of facilitating access to and use of the HSPnet-SK by SAHSN and SKUC Members;
 - (n) “MOA” means a Memorandum of Agreement by which SAHSN affiliated with BCAHC and other Canadian academic health agencies (HSPnet Members) for purposes of managing, operating, sharing costs and enhancing HSPnet and, on behalf of Saskatchewan Placing and Receiving Agencies, obtaining a right of developing and using a Saskatchewan application of HSPnet;

- (o) "Object Code" means Programs assembled or compiled in magnetic or electronic binary form on Software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling or reverse engineering;
- (p) "Program" means the Software for HSPnet in object code form which is owned or distributed by BCAHC and for which SAHSN is granted a license pursuant to this Agreement, and the media, the user guides and manuals for use of the Software and any updates;
- (q) "Software" means all past, present and future versions of HSPnet, Programs, data and text regardless of the form in which it exists or the media upon which it resides, including but not limited to the Source Code version thereof, Proprietary Information related to HSPnet in and thereto;
- (r) "National Steering Committee" means the national Steering Committee established under the MOA;
- (s) Where the context so requires, reference to one gender means the other or neuter gender, and reference to a single number means the plural, and vice versa;
- (t) The words "including", "included" or "include" are not to be construed to limit or restrict the generality of the matter that precedes them.
- (u) Any reference to a statute includes and is deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force, from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statutes referred to or the regulations made pursuant thereto.