

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (“Memorandum”) shall be made and entered into by and between NorthShore University HealthSystem (“NorthShore”) and \_\_\_\_\_ (“Racer”), and shall be effective upon full execution of this Memorandum by Racer and NorthShore (the “Effective Date”). Racer and NorthShore are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### Section I - Recitals

**WHEREAS**, NorthShore employs Physicians who are experienced and licensed physicians in Illinois, providing professional medical services, including the specialty of Sports Medicine, within the community in which Racer is located.

**WHEREAS**, Racer seeks to enter into a race of Racer’s own volition, and is not being induced to do so by NorthShore.

**WHEREAS**, Racer seeks to have licensed physicians, specializing in Sports Medicine, participate in their race training and provide their expertise regarding sports medicine.

**WHEREAS**, NorthShore does not seek to be paid by Racer for any volunteer services provided by its employed physicians in relation to this Memorandum.

**NOW, THEREFORE**, the Parties hereto set forth their mutual understanding and agreement as to the circumstances and terms under which NorthShore Physicians will provide services to Racer, as follows:

### Section II - Scope of Services to be Provided by NorthShore Physicians

**2.1 Anticipated Basic Professional Services.** NorthShore Physicians will provide the following volunteer services to Racer, which services the parties understand and acknowledge will be advisory in nature, and will not include responsibility for implementing or executing any policy or procedure:

- a. Provide for Racer’s entry into a race (the “Race”), whose location and date shall be mutually agreed upon between Racer and NorthShore.
- b. Provide a one (1) hour office visit with a NorthShore Sports Medicine physician, which visit shall not be paid for by Racer or Racer’s insurance. The one (1) hour office visit will focus on Racer’s upcoming race training.
- c. Provide Racer with a training schedule in anticipation of the Race.

- d. Provide Racer with running advice and any other training support Racer may require, through NorthShore Connect.

**2.2 Anticipated Additional Professional Services.** In the event that Racer requires any appointments or meetings in addition to the one (1) visit described in Section 2.1. b. above, such visits shall be billed to Racer and/or Racer's insurance provider.

**2.3 Malpractice Insurance.** Physicians shall maintain professional liability insurance covering any services rendered under this agreement in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. This obligation shall be deemed to have been satisfied either by the Physicians' providing proof of such insurance coverage either through a private insurance carrier or a self-insurance program of NorthShore of which Physicians are beneficiaries.

### **Section III – Responsibilities of Racer**

In addition to the responsibilities of the Parties set forth in Section II above, the Parties hereby agree and covenant that the following responsibilities are undertaken by Racer:

**3.1 Disclosure.** Racer shall disclose all relevant information. All information disclosed shall be truthful and honest.

**3.2 Attendance and Participation.** Racer shall attend scheduled appointments, and shall comply with the training guidelines and other advice provided by NorthShore physicians.

**3.3 Non-Disparagement.** Racer will not do or say anything, except as required by law, that disparages, reflects negatively on, or encourages any adverse action against NorthShore or Physicians, to the fullest extent permitted by law.

**3.4 Release.** Attached as Exhibit A is a release that Racer will sign contemporaneously with signing this Memorandum. The Release will allow NorthShore to use Racer's image, likeness, and other Racer related information on Social Media and in other advertising functions.

### **Section IV - Term & Termination**

**4.1 Term.** The arrangement described in this Memorandum shall commence on the Effective Date and shall remain in effect through \_\_\_\_\_, unless and until earlier terminated by either Party pursuant to this Section.

**4.2 Termination Without Cause.** The arrangement described in this Memorandum may be terminated by either Physicians or Racer without cause with sixty (60) days prior written notice to

the other Party.

## Section V - General Provisions

### 5.1 **Binding Effect/Assignment.**

- a. Neither Party may assign its rights or duties under this Memorandum without the prior written consent of the other Party. Any attempt to assign, transfer, pledge, hypothecate, or otherwise dispose of any provision of this Memorandum in violation of the Memorandum shall be null and void.
- b. The arrangement described in this Memorandum shall be binding upon and inure to the benefit of all of the Parties hereto and their permitted successors and assigns.

5.2 **Amendments.** This Memorandum may be amended in whole or in part only by written instrument signed by each of the Parties hereto.

5.3 **Entire Agreement.** This Memorandum shall be deemed to express, embody, and supersede all previous understandings, agreements, and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to finally set forth the entire agreement between the Parties hereto.

5.4 **Applicable Law.** This Memorandum shall be subject to and governed by the laws of the State of Illinois.

5.5 **Headings.** The headings in this agreement are included solely for convenience and shall not affect the interpretation of this agreement.

5.6 **Notices.** Any notice or communication required by this agreement shall be in writing and shall be given and deemed to have been given if (a) hand delivered; or (b) sent via overnight delivery; or (c) sent via facsimile; or (d) sent via electronic mail addressed as follows:

**TO NORTHSORE:** NorthShore University HealthSystem  
Evanston Hospital  
2650 Ridge Avenue  
Evanston, IL 60201  
Attention: President

**TO RACER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.7 **Waiver.** No delay or omission by any Party to this Memorandum to exercise his, her, or its rights hereunder shall impair any such right or power or shall be construed as a waiver

or acquiescence of any default, except as agreed in writing by the Party against whom the applicable waiver or acquiescence is asserted. No waiver of any default shall be construed, take, or held to be a waiver of any other default.

**5.8 Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

**5.9 Invalidity.**

- a. The Parties intend the terms, restrictions, covenants, and promises in this Memorandum to be binding only to the extent valid and enforceable under applicable law. If any term, restriction, covenant, or promise contained in this Memorandum is invalid or unenforceable, then the Parties agree to be bound by such term, restriction, covenant, or promise as modified (or deleted) to the extent (and only to the extent) necessary to make it valid and enforceable.
- b. The invalidity or unenforceability of any provision of this Memorandum shall not affect the validity or enforceability of any other provision.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding on the day and year set forth below.

NorthShore University HealthSystem

Racer

By: \_\_\_\_\_

By:\_\_\_\_\_

Print Name: Doug Silverstein

Print Name:\_\_\_\_\_

Title: President – Evanston Hospital

Date: \_\_\_\_\_

Date: \_\_\_\_\_

