

MEMORANDUM OF UNDERSTANDING

Between WAPI & NON PROFIT ORGANIZATIONS

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between **Washington Association of Physicians of Indian origin** (hereinafter referred as **WAPI**, a non-profit organization) and **IAWW** (*hereinafter referred as "Nonprofit Organization"*)

I. PURPOSE

The WAPI is a non-profit association of physicians of Indian origin who wishes to provide &/or participate in activities or projects that promote disease(s) awareness, health education and/or improved outcome for the community at large. WAPI's current goal is to promote community awareness and education about diabetes and coronary heart diseases in local Indian communities, encourage people to cultivate healthy eating & exercise habits and encourage them to seek appropriate screening and healthcare thru their primary care physicians.

The Nonprofit Organization, a non-profit organization, also wishes to help WAPI towards its goal of providing health education to the people visiting Nonprofit Organization and enhance their well being.

II Areas & scope of Cooperation

The Nonprofit Organization will allow WAPI to use a designated area within the Nonprofit Organization premises at no charge to WAPI during the designated time period determined mutually. The Nonprofit Organization will make reasonable improvements & accommodations in the designated areas for WAPI & its volunteers to provide services consistent with the purpose above.

WAPI will provide volunteer physicians and/or other health educators (at no charge to Nonprofit Organization or participants) who will remain available at designated place as above for the purpose of providing the health education as above. WAPI may collect demographic information and certain health data from participants for the purpose of running the program and creating & maintaining various health registries. WAPI shall not share with or disclose to Nonprofit Organization these health data and registries (if any) unless permitted by law. It shall be the sole responsibility of WAPI for any and all expenses related to preparation, development, delivery and record keeping of these health educational activities. Please note that WAPI does not make any claims as to the quality, effectiveness, or outcome of these activities.

Neither party will impose any fees to (or conduct any fund-raising activities from) participants to benefit from this program unless mutually agreed by both organizations. WAPI will be free to apply for any outside grants and use and spend the funds so obtained at its sole discretion to administer &/or enhance the said activities.

III. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

IV. INSURANCE

WAPI or its volunteers are not expected to have any insurance coverage to protect the Nonprofit Organization and its attendants from any and all financial, and/or other losses, implied or explicit, that may result from WAPI's said activities.

V. INDEMNIFICATION

Both organizations shall defend, indemnify and hold harmless each other including its officers, volunteers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement.

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VI. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For WAPI:
Sanjiv Parikh
1100 Bellevue Way NE, Ste.8A- #132, Bellevue, WA 98004

For IAWW:
Director, India Association of Western Washington
PO box 404
Bellevue
WA 98009-0404

VII. OTHER TERMS

- A. *Copyright:* WAPI shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this MOU.
- B. *Logos:* If logos are to be used on the above-referenced signage, the logos of each party will be imprinted..
- C. *Confidentiality:* All parties shall ensure their best effort to keep any information provided or obtained from participants in this project confidential, except as allowed in this MOU and as agreed to by both parties.
- D. *Non-Discrimination:* All parties agree, in accordance with its policy and applicable State and Federal laws, not to discriminate any participant on the basis of race, color, national origin, religion, sex, or physical or mental disability when conducting this activity.
- E. *Modification:* This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least sixty (60) days in advance to allow for negotiation of said proposal.
- F. *Dispute Resolution:* Should any conflict arise as the result of this MOU, Presidents (or persons designated by respective presidents) of both organizations shall meet to resolve the conflict as soon as possible.
- G. *Term:* This MOU is to be in effect from **1/1/2021** to **12/31/2022**. At the end of the period, this MOU may be automatically renewed for another (2) year period **unless cancelled by either party**.
- H. *Termination:* This MOU shall take effect upon the date of the last signature below, and shall remain in effect unless terminated by either party, for any reason, with 90 days advance written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

President, WAPI

Date

Director IAWW

Date