

Memorandum of Understanding

Strategic Partnership Agreement

This Memorandum of Understanding (MoU) dated 15 January 2019 is made by and between IPATH (International Professional Association of Transport & Health) of 4947 Hallenius Road, Gaylord, Michigan, 49735 USA and the Transport & Health Science Group (THSG) of Land of Cakes, 48 Middle Hillgate, Stockport, SK1 3DL (hereafter “THSG”).

1. Purpose

The purpose of this MoU is to outline how IPATH and THSG will work together to maximize the benefits from mutual interests in areas of translating the science of transport and health into business practices, identifying strategic research agendas, professional training as well as growing the membership of each organization.

- This MoU is not legally binding, except as specifically set out below.
- This MoU can be amended only in writing and subject to agreement by both IPATH and THSG.

2. Scope

The scope of this MoU covers research (funded and nonfunded), professional training and membership activities of mutual interest to IPATH and THSG and the associated strategies and business needs.

3. Expectations and Benefits

Under the terms of this Memorandum of Understanding, IPATH and THSG seek, within the scope of this agreement, to:

- Create mutual understanding of research activities, the strategy, business and membership needs of both organizations to enable broader understanding for IPATH of the benefits and opportunities of working with THSG and assist THSG’s understanding of the benefits and opportunities of working with IPATH;
- Identify synergies between IPATH and THSG in terms of research, membership and professional training activities where they relate to IPATH business strategies;
- Create opportunities for future joint or allied funding of activities and projects, which translate research and/or best practices into innovative tools or solutions for use by IPATH and THSG;
- Influence THSG research and professional training investments by articulating IPATH’s long-term research, membership and professional training needs with THSG, and encouraging a culture change in the American professional community;
- Identify and measure the impact arising from IPATH’s collaboration with UK universities and cross-disciplinary public agencies enabled through partnership with THSG;
- Support the research, membership and professional training activities in priority areas that align with THSG and IPATH strategies, working with other organizations where appropriate;

- Act mutually as advocates for academic and practice research and each other, when interacting with decision-makers and other stakeholders;
- Include THSG membership in the IPATH membership package so as to secure for IPATH members the benefits of a license to use 'Health on the Move 2' and a concessionary subscription to the Journal of Transport and Health;
- Publicize IPATH to THSG members; and
- Seek to extend the reach of the two organizations internationally.

4. The Working Relationship

Specific activities developed through this working relationship will be detailed in **Appendix B** that will be appended to this MoU as and when IPATH and THSG agree to initiate joint activities. The implementation, management and control mechanisms for each activity will be defined in Appendix B. This will include the scope of the activity, the type of activity, joint financial and resourcing arrangements, timescales, management, impact plan, peer review procedures, monitoring and evaluation processes.

Activities may include, but are not limited to:

- Sharing and development of relevant strategies;
- Mapping connections and priorities;
- Signposting to academic research and professional expertise through analysis of the existing THSG and IPATH portfolios and identification of leading groups in areas of interest to IPATH and THSG;
- Events such as workshops, networking meetings, seminars and conferences to explore the areas of transport and health;
- Research syntheses to provide the science evidence for IPATH and THSG decision-makers;
- Identification of research and membership opportunities for both IPATH and THSG;
- Evaluating the benefit of collaboration; and
- Introductions made to third parties that can assist in defining and scoping areas of interest to IPATH and/or THSG

5. Management of the Partnership

5.1 The partnership by and between IPATH and THSG will be managed through a Steering Board, which will meet annually, normally by telephone or at an appropriate conference. The Steering Board will review the collaborative activities in Appendix C and agree on new activities based on the alignment of strategy and objectives, levels of engagement and commitment between the parties, communications, and forth-coming opportunities.

5.2 Membership of the Steering Board will consist of:

- a. One nominee of each organization, initially the IPATH President (currently Al Almasry) representing IPATH and the THSG Co-chair (Science) (currently Adrian Davies) representing THSG. Either organization may change its representative at will, through its own constitutional procedures
- b. Members agreed upon jointly by the two organizations, initially to consist of Karyn M. Warsaw (Founder/IPATH Chair & THSG US Policy Representative), Jenny Mindell (Editor of the Journal

of Transport and Health and IPATH Board Member) and Steve Watkins (Chair THSG & IPATH Board Member). Additional members in this category may be added by a resolution of the IPATH Board and the Board of THSG, passed by a simple majority of both Boards. Any member in this category may be removed either by a resolution passed by a simple majority of both Boards or by a resolution passed by a 2/3rds majority of either of the Boards.

- c. Power to coopt a small number of additional representatives, selected as appropriate, to cover emerging areas of interest.

6. Intellectual Property and Data

As part of any collaboration, intellectual property (IP) will be handled on a case-by-case basis, with the following basic governing principles:

- Background IP will remain the property of the organization, which owns it, as part of any project or programme pursuit;
- The ownership of Foreground IP within the context of standard terms and conditions rests with the funded organization. This ownership model may be varied to take into account the contribution of IPATH and/or THSG to the project or programme;

7. Brand Protection

This paragraph is legally binding. IPATH and THSG each require that any MoU should protect the IPATH and THSG brands and their use. Accordingly, the attached Appendix A shall apply to this MoU.

9. Commencement, Duration and Termination

The effective commencement date of this working relationship will be the date of the signing of this MoU and the working relationship shall remain in force for a period of 36 months from the commencement date.

The working relationship can be terminated at any time by any party following a consultation period of 30 (thirty) calendar days or such period as agreed otherwise between the parties and thereafter giving 30 (thirty) calendar days written notice of termination to the other party. In such circumstances, IPATH will prepare an up to date statement of membership account. If applicable, and in accordance with this statement of account, the terminating party will honor its share of committed expenditure. The working relationship will not be automatically renewed and will be reviewed before the end date with a view to assessing delivery against the objectives set out in this MoU and whether a renewed working relationship aligns with the strategies and objectives of the parties.

10. Points of Contact

IPATH

4947 Hallenius Road
Gaylord, Michigan USA
Attention: Karyn M. Warsow
Telephone: (231) 340-0242
Email: kwarsow@tphlink.com

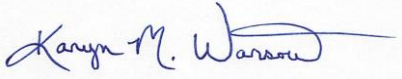
THSG

Land of Cakes, 48 Middle Hillgate, Stockport SK1 3DL
Attention: Stephen Watkins
Telephone: 0161 474 2450
Email: thsgchair@gmail.com

11. Signatures

Signed for and on behalf of IPATH by:

Printed Name: Karyn M. Warsow

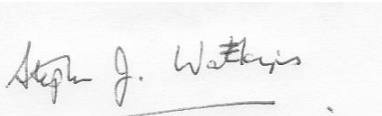
Signature:  _____

IPATH Title: Founder & Managing Director

Date Signed: 15 January 2019

Signed for and on behalf of THSG by:

Printed Name: Stephen J. Watkins

Signature:  _____

THSG Title: Cochair

Date Signed: 17/3/19

Appendix A Strategic Partners

IPATH (International Professional Association for Transport & Health)

[Bylaws](#) – Board Approved, 21 December 2017

Logo & Slogan



Website: <https://www.ipathinc.org/>

Mission

The International Professional Association for Transport & Health (IPATH) is a platform for cross-disciplinary and multi-sector professionals working at the intersection of transport and health. The aim of IPATH is to share information, exchange ideas, and foster collaboration to improve health, quality of life and well-being in communities by advocating for the integration of health in the urban/rural and transport planning agendas.

Vision

- To create an accepted professional discipline of transport and health
- To support and encourage research and best practices aimed at integrating health into the transport and urban/rural planning and strategic decision-making processes
- To build a cohesive community of cross-disciplinary and multi-sector professionals

Transport & Health Science Group (THSG)

Logo



Website: <http://www.transportandhealth.org.uk/>

Summary

The Transport and Health Science Group (THSG) is an independent society of public health and transport practitioners and researchers committed to understanding and addressing the links between transport policies and health and promoting a healthy transport system. We were founded in the late 1980s by Dr. Stephen Morton.

The publication, *“Health on the Move”* authored by THSG under its former name the Transport & Health Study Group was the first definitive account of the relationship between transport and health. THSG later contributed to *“Road Transport and Health”* by the British Medical Association. Our recent e-book, *Health on the Move 2*, is a definitive scientific and policy account of transport and health.

We have links to the Journal of Transport and Health, the Professional Association for Transport and Health, the Partnership for Active Travel, Transport and Health and the Transport Special Interest Group of the Faculty of Public Health of the Royal Colleges of Physicians of the United Kingdom.

Appendix B

Partnership Plan

1. Introduction

This Partnership Plan supports the verbal agreement made by and between IPATH & THSG to work strategically together. This agreement commenced on 8 July 2015 during the THSG meeting held as part of the inaugural International Conference on Transport & Health (ICTH), at the University college London in London, England.

IPATH and THSG have agreed to work together in a long-term relationship to understand specific business strategies, research interests and membership needs more deeply; to accelerate and deliver impact by translating existing science into real-world best practices and solutions; and, to contribute to the identification of priorities for new strategic research.

The Partnership Plan guides the investment and commitment of both IPATH and THSG on an annual basis. It outlines a planned programme of activity driven by the needs, issues and challenges agreed by the Partnership Steering Board.

The Partnership Plan sets out the activities that will be delivered in the year commencing 2019, the expected timescales for this and any financial or other contribution from both IPATH and THSG

The Steering Board will review the collaborative activities and agree on new activities based on the alignment of strategy and objectives, levels of engagement and commitment between the parties, communications, and forthcoming opportunities.

2. Thematic Areas

Section 2 outlines the thematic areas of mutual interest to IPATH and THSG. It is expected that all collaborative activities will draw upon one or more of these thematic areas, which fall under an overarching objective of providing robust decision-support tools.

a. IPATH Membership Approach

IPATH is focused on providing the greatest 'return on investment' to its members through the following preliminary list of opportunities and services:

- Member 10% discount on registration fees to the [International Conference on Transport & Health \(ICTH\)](#)
- Dual membership to the [Transport and Health Science Group \(THSG\)](#)
- IPATH General Meeting held during ICTH, which will also include a THSG meeting agenda
- 25% discount on IPATH/THSG webinars
- Opportunity to serve as a paid IPATH/THSG webinar speaker
- Monthly newsletter: *The Right Path*

- Access to reports, policy briefs and guidelines authored by IPATH/THSG committees/members
- Opportunity to present at conferences as part of an IPATH team
- Member 25% discount to on-site workshops and educational seminars
- Networking Corner where members can share information as a platform for collaboration such as co-authorship, solicit expertise, proofreading, peer-review of a manuscript prior to journal submission and much more
- Opportunities to advance personally and professionally through leadership positions on IPATH committees and the Board of Directors
- Access to password protected on-line resources
- Student Committee led by a well-organized democratic system of officers that actively participates in ICTH and has a seat on the IPATH Board of Directors
- Establish mentor relationships
- Incentivize committees created based on key interest area
- Incentivize committees to provide guidance to ICTH sessions
- IPATH policy position statements
- Apply and offer Professional Development Hours and/or Continuing Education Hours

b. THSG Membership Approach

THSG operates a membership approach, which aims to constitute as substantial a network as possible and it therefore sets a low subscription. In developing countries, the subscription is set on a purchasing power parity basis.

THSG aims to offer its members (including IPATH members who join it through IPATH)

- opportunities to participate in workstreams, which discuss aspects of transport and health and lead to policy statements or consultation responses
- opportunities to set up local groups
- a free license to use Health on the Move 2
- a discount on the subscription to the Journal of Transport and Health

THSG has recently been advised by its Business Case Lead that the last two of these are undervalued by being offered free to all members and it ought to consider a two-tier membership with a more realistic subscription for those who want these benefits. It has yet to consider this advice. It will involve IPATH in the discussion.

c. Collaborative Research

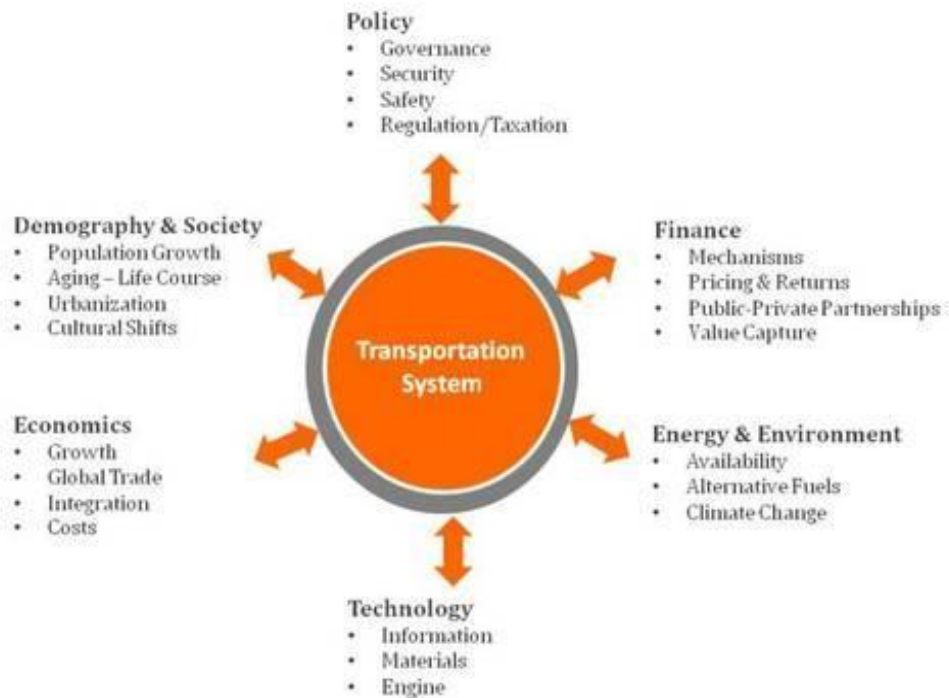
This section describes the research activities (including funded and nonfunded) that IPATH and THSG may pursue.

- IPATH will include THSG in as a partner in research and practice pursuits, if applicable, to ensure a cohesive cross-disciplinary/cross-sector team approach
- IPATH activities include ICTH, webinars, podcasts, training seminars, performance metric tools and/or guidance, and development of an educational curriculum

3. Strategic Partnership Activities

IPATH strategic partnerships devote resources to the exchange or innovation of systems that promote the integration of health, quality of life and well-being into the urban/rural transport planning process. Building on existing systems means that a) resources can be managed efficiently through planned requests; and, b) systems are recognized by academic and public-private communities.

Section 4 describes in detail the systematic process that will be delivered through the Partnership in the coming year. However, the diagram below shows a broad overview of elements of activities such as research (funded and nonfunded), professional training and information exchange to grow the organization organically through membership and targeted offerings.



Adapted from: <https://people.hofstra.edu/geotrans/eng/ch2en/conc2en/driverschange.html>

Figure 1

The use of each of the above outlined systems will be guided by the four overarching principles for Strategic Partnerships of IPATH & THSG:

- Strategic:** activities funded/nonfunded will clearly meet strategic interests of both partners
- Translation-focused:** primarily activities will focus on translation of existing transport and health research to real-world best practices
- Impact driven:** partnerships will be focused to deliver on the impact agenda for IPATH and allow the partnership to capture impact 'stories' from engagement
- Openness:** any funding will be allocated to programmes and projects through full disclosure accessible to IPATH/THSG individual consultants.

4. Year 1-3 Activities and Outcomes

This section describes collaborative activities in detail, including the type of activity, why it has been chosen and how it will be managed, monitored and evaluated.

| Dual IPATH Membership | |
|-----------------------|---|
| What | <p>Purpose</p> <ul style="list-style-type: none"> • Build a cohesive community of transport and health professionals • Serve as a resource/think tank for transport and health to promote as an accepted discipline <p>Outcome</p> <ul style="list-style-type: none"> • IPATH will pay THSG 10% of the iPATH membership fee as a THSG membership fee. • The IPATH Membership Manager will send the THSG Secretary a monthly list of all new IPATH/THSG Members • The THSG Secretary will send out a Welcome Letter to all new IPATH/THSG members explaining membership benefits as previously described. • New IPATH members will receive a Membership Certificate with the IPATH Welcome email |
| Why | <p>These activities will ensure the following:</p> <ul style="list-style-type: none"> • Growth of both IPATH & THSG organically • Expand membership offerings • Create financial solvency |
| When | 1 January 2019 – 31 December 2021 |
| How | <ul style="list-style-type: none"> • IPATH monthly newsletter: The Right Path • Email blasts • Expansion of social media; LinkedIn, Twitter, Google+ etc. • International Conference on Transport & Health (ICTH) • Journal of Transport & Health (JTH) • Strategic alliances with other professional organizations; Institute of Transportation Engineers (ITE), Transportation Research Board, and American Public Health Association and others. |
| How much | <ul style="list-style-type: none"> • IPATH will pay THSG a 10% flat rate membership fee per new member on a monthly basis, less the annual \$200 ICTH high scoring abstract award sponsorship • As a THSG/IPATH member, IPATH members will be entitled to a discounted subscription rate for the Journal of Transport & Health currently valued at (as of September 2018) £35 (\$47), which is a third of the price. In addition, members receive a FREE license to Health on the Move 2 published by THSG. |

| | |
|-------------------------|--|
| Management | Steering Board pursuant to Section 5 |
| Monitoring & Evaluation | <ul style="list-style-type: none"> • Monthly membership reports • Annual Steering Board meetings |

Table 1

| Research Activities (funded and nonfunded) | |
|--|---|
| What | <p>Purpose</p> <ul style="list-style-type: none"> • To gain an understanding of the existing research and data that could be effectively combined and used to deliver evidence-based information and tools to assess the health impacts of a transport infrastructure project. • To bring together cross-disciplinary and cross-sector stakeholders to discuss the issue of transport risk and health impacts and how, collectively, it could be managed at the planning stages. • To identify future activities, partnerships and collaborations that could address health risk and impact in communities affected by a proposed project. <p>Outcome</p> <ul style="list-style-type: none"> • Scope of Work, RFP responses, white papers, manuscripts, reports, policy briefs and other recommendations of next steps. |
| Why | <p>These activities will ensure the following:</p> <ul style="list-style-type: none"> • Strategic fit to IPATH & THSG interests • To build on THSG existing work and collaborations • Link work done in the UK with work to be done in the USA, Canada • To develop future strategic partnership activities and ideas • Grow both IPATH & THSG organically • Expand membership offerings • Create financial solvency |
| When | 1 January 2019 – 31 December 2021 |
| How | <ul style="list-style-type: none"> • ICTH • RFP responses and/or other grant opportunities • Collaboration on policy statements |
| How much | <ul style="list-style-type: none"> • TBD based on pursuit and owner |
| Management | <ul style="list-style-type: none"> • Research owner/authors • Steering Board pursuant to Section 5 |
| Monitoring & Evaluation | <ul style="list-style-type: none"> • Award/Win rate |

Table 2

Appendix C

Collaboration in Establishing International Reach for the Two Organizations

A. Organization of THSG in the United States and Canada

1. THSG never having been active in the United States or Canada, and IPATH being well established there, it is agreed that IPATH will act as the US and Canadian agent of THSG.
2. IPATH will promote in the United States and Canada the Journal of Transport and Health, licenses for Health on the Move 2, the THSG Twitter account and such other THSG activities as shall from time to time be agreed by the Steering Board.
3. IPATH may, to the extent that it is appropriate to do so having regard to its overall priorities and activities, promote in the United States and Canada the following THSG activities, which it is unlikely to pursue in its own name.
4. The establishment of local groups composed of community activists who wish to pursue a healthier transport policy.
5. The establishment of advisers in federal, provincial, state and territorial legislatures
 - IPATH will appoint the US officers of THSG
 - IPATH will appoint the North America Council of THSG
 - For the avoidance of doubt, it is free to appoint its own officers and Board to these roles if it so chooses
 - IPATH will determine at its own absolute discretion a method by which THSG members in the United States (whether or not also members of IPATH) may influence or participate in those appointments
6. Except to the extent that the Board of THSG agrees otherwise, IPATH:
 - Will meet at its own expense any expenditure incurred in pursuing these functions
 - Will indemnify THSG against any liabilities or obligations which THSG may acquire as a result
7. If the Treasurer or Company Secretary of THSG so request IPATH will arrange the incorporation of the North America Council of THSG as a separately incorporated subsidiary of THSG and IPATH.
8. In recognition of clause 5, IPATH may, except to the extent that the Board of THSG determines otherwise, retain:
 - any income and funds it may acquire through activities it carries out in the name of THSG with the exception of license fees to Health on the Move 2 or other intellectual property of THSG and THSG membership subscriptions
 - any THSG membership subscriptions received from members of THSG in the United States or Canada who do not also become members of IPATH
9. If the Board of THSG determines exceptions to clause 7, those exceptions shall not be such as to prevent IPATH from receiving income, which is naturally associated with activities for which it incurs expenses or indemnities under clause 5 and for which it had budgeted when incurring those expenses or indemnities.
10. The Board of THSG shall consult the Steering Board before deciding any exceptions to clauses 5 and 7.

11. It shall be for the European Council of THSG to determine whether St. Pierre et Miquelon is to lie within its remit or within the remit of the North American Council and if it decides that it should be within the remit of the North America Council references to the Canada in the foregoing shall be replaced by “Canada and St Pierre et Miquelon”.

B. Organization of IPATH in the United Kingdom

1. IPATH never having been locally active in the United Kingdom, and THSG being well established there, it is agreed that THSG will act as the UK agent of IPATH.
2. THSG will promote in the United Kingdom such IPATH projects as shall from time to time be agreed by the Steering Board.
3. THSG shall promote membership of IPATH in the United Kingdom as a premium form of THSG membership and IPATH will provide THSG with the promotional material to do so.
4. Except to the extent that the IPATH Board agrees otherwise, THSG
 - will meet at its own expense any expenditure incurred in acting as an agent of IPATH
 - will indemnify IPATH against any liabilities or obligations which it may acquire as a result.
5. If IPATH so requests, THSG will arrange the incorporation of a UK subsidiary of IPATH.
6. In recognition of clause 4, THSG may, except to the extent that the Board of IPATH determines otherwise, retain any income and funds it acquires through activities it carries out in the name of IPATH with the exception of IPATH membership subscriptions or license fees for IPATH intellectual property.
7. If the Board of IPATH determines exceptions to clause 6, those exceptions shall not be such as to prevent THSG from receiving income, which is naturally associated with activities for which it incurs expenses or indemnities under clause 4 and for which it had budgeted when incurring those expenses or indemnities.
8. The Board of IPATH shall consult the Steering Board before deciding any exceptions to clauses 4 and 6.

C. Other Parts of the World

1. THSG, having taken the lead in organizing members in Europe and in Latin America, will involve IPATH members in Europe and Latin America in the organization operated by THSG’s European Council and THSG’s Latin America Council respectively. These Councils will assist in promoting IPATH membership and if the Board of IPATH so request will constitute IPATH members as a Chapter of IPATH.
2. IPATH will take the lead in recruiting members in the Middle East & North Africa and will seek to operate a Middle East & North Africa Council of THSG and Chapter of IPATH. If such structures are successfully established the arrangements which apply in the United States will also apply in this area.
3. The two organizations will discuss how best to jointly organize and recruit in Australia and New Zealand, West Africa, Central Africa, East Africa, South Africa, the Pacific, Russia & North Asia, China, South East Asia, and South Asia.