



**MEMORANDUM OF UNDERSTANDING
BETWEEN
TRAUMA AND ACUTE CRITICAL CARE CENTER, TOKYO MEDICAL AND DENTAL UNIVERSITY HOSPITAL
AND
FACULTY OF MEDICINE, KHON KAEN UNIVERSITY
AND
BNH MEDICAL CENTRE LIMITED
(International Training Cooperation)**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made onJune 2019 between:

Trauma and Acute Critical Care Center, Tokyo Medical and Dental University Hospital, 1-5-45, Bunkyo-ku, Yushima, Tokyo, Japan (hereinafter "ER TMDU");

Faculty of Medicine, Khon Kaen University, 123 Mittraphap Highway, Muang, Khon Kaen, 40002 Thailand (hereinafter "MDKKU"); and

BNH Medical Centre Limited, 9/1 Convent Road, Silom, Bangkok, Thailand (hereinafter "BNH").

RECITALS

WHEREAS, ER TMDU, MDKKU and BNH desire to establish international training cooperation programs beneficial to all Parties and to promote the development of technical skills, knowledge and to expand relationships between all Parties.

NOW THEREFORE, in contemplation of mutually beneficial relations to be established, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to an accepted, the Parties agree as follows:

1. Purpose of the Memorandum of Understanding:

1.1 Definition for three (3) Parties

1.1.1 The primary objective of this MOU is to create a means for friendship and cooperative effort between ER TMDU, MDKKU and BNH to effect the clinical interchange of physicians as well as knowledge exchange between the three Parties. The aim is to learn effective clinical practice and to develop both technical clinical skills and knowledge.

1.2 Definition of two (2) types of Institution

1.2.1 "Home Institution" refers to the Institution sending its physician (s) to the other Institution for the purposes of study, learning, clinical electives, teaching, and/or research.

1.2.2 "Receiving Institution" refers to the Institution hosting the visiting physician (s) from the other Institution for the purposes of study, learning, clinical electives, teaching, and/ or research.

2. Coordination

To facilitate this Memorandum of Understanding, a TMDU-KKU-BNH Collaboration Coordination (TKBCC) will be formed. The TKBCC will be composed of member from all Parties. It is the TKBCC's responsibility to carry out collaboration. The Representatives are as follows:

TMDU: Professor Yasuhiro Otomo, MD, Deputy Hospital Director, Medical Hospital,
Tokyo Medical and Dental University

KKU: Associate Professor Charnchai Panthongviriyakul, MD, Dean, Faculty of Medicine, and Acting
President, Khon Kaen University

BNH: Dr. Piyapatr Nabhawacharakul, MD, Hospital Director, BNH Medical Centre Limited.

3. Area of Collaborations

The areas of potential collaboration between Parties in the fields of education, teaching, research and innovation shall include, but not be limited to:

3.1 Physician clinical elective

3.1.1 The physician must meet all applicable regulatory and obtain all required approvals from the Home and Receiving Institutions for participation in a program. These include but are not limited to requirements for language proficiency; medical training and experience; vaccinations; VISA and other necessary government approvals or permission.

3.1.2 The Home Institution is responsible for collecting and reviewing physician requests and applications for study and formally recommending qualified physicians to the Receiving Institution for the training desired.

3.1.3 The Receiving Institution will make the final determination as to the acceptance of the physician in each case, according to its policies and standards, and will notify the Home

Institution in writing of the acceptance or rejection. The Home Institution will notify the physician of the decision.

- 3.1.4 Each physician accepted by the Receiving Institution will be expected to participate in the Receiving Institution's activities at the same level of competency as any other physician participating in the program.
- 3.1.5 The Receiving Institution will have the right to remove any physician from the program. In this instance, the Receiving Institution will provide written notification to the Home Institution. The Home Institution will comply with the request for removal immediately.
- 3.1.6 The physician will be permitted to provide only direct, supervised medical care and related services as may be permitted and that are consistent with the requirements of the Receiving Institution and clinical site.
- 3.1.7 The physicians are expected to purchase health and travel insurance and professional liability insurance as required by the Receiving Institution's country and the physicians must present these documents and their translations in English (if the original language of the documents is other than English) to the Receiving Institution before departure from the Home Institution.
- 3.1.8 The physician shall be responsible for their own expenses such as travel, living expenses, accommodation and other associated cost related to the physician's attendances at the Receiving Institution. Tuition fees will NOT be charged by the Receiving Institution.
- 3.1.9 The Home Institution shall be responsible for the payment of any salary and worker compensation to the physicians during attendance at the program at the Receiving Institution.
- 3.1.10 The Receiving Institution will assist in finding housing and afford other such assistance to the visiting physicians to ease their transition into foreign culture and environment. However, the Receiving Institution shall have no liability or responsibility for the visiting physician's ultimate selection of such housing.
- 3.1.11 Each Party may nominate up to two (2) physicians to participate in the program at any one time. The Parties agree that the minimum length of a program is one (1) month and shall not exceed three (3) months for each physician.
- 3.1.12 The Parties shall ensure that the selected staff meet the appropriate work requirements as determined and agreed upon by the Parties. It is also agreed that the intended program must be made known to the Receiving Institution at two (2) months in advance.
- 3.1.13 All individuals attending programs under this Agreement shall be subject to the laws of the Receiving Institution' country and the legislation, in whatever form, governing the affairs of the Receiving Institution.

3.2 Other Activities

- 3.2.1 All Parties may send delegations to visit the other Parties to exchange of information relating to mutual interests in the fields of medicine. The Receiving Institution is expected to provide assistance in arrangements. A tentative schedule and plan of the visit must be forwarded to the Receiving Institution prior to the visit.
- 3.2.2 All Parties may also invite staff and/or faculty members from the other parties to visit and be involved in short-term visit and/or training.

4. Relationship of the Parties

- 4.1 This Memorandum of Understanding is not intended to be legally binding.
- 4.2 This Memorandum of Understanding may be the basis for the preparation of formal contracts or agreements between the Parties. For the purpose of implementing each specific contract or agreement activity, all Parties shall prepare the necessary documentation which shall be the object of a Specific Agreement/Contract, to be executed by the concerned parties.
- 4.3 The Parties do not intend to enter into any legal relationship unless and until such formal contracts or agreements are executed.
- 4.4 The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavors to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Memorandum of Understanding in accordance with the spirit of close cooperation and mutual assistance.

5. Confidentiality

The Parties anticipate that within this Memorandum of Understanding it may be necessary or helpful to transfer information/data of proprietary or otherwise sensitive or company-confidential nature ("Confidential Information"). All such information exchanged between the Parties shall be considered Confidential Information and shall not be used by the Parties except in the furtherance of the aims of this Memorandum of Understanding, and further, none of the Parties, without the other Parties' express written consent, shall disclose to any third party any such Confidential Information.


This Memorandum of Understanding shall be valid until 31st December 2019, starting on the date of signing, unless it is terminated earlier by any of the Parties, following three months' notice in writing. The termination of this agreement shall not affect the cooperation already in progress under a Project Agreement, and the confidential information.

This Memorandum of Understanding may be amended following written agreement by all Parties.

Three (3) months before the date of expiration of the Memorandum of Understanding, the Parties shall consult with each other to consider continuation of this Memorandum of Understanding.

The Parties, having read all the terms and condition pertaining to this Memorandum of Understanding accept them in their entirety and hereby affix their signatures an official stamp as evidence.

**AUTHORISED TO SIGN FOR AND ON BEHALF OF THE TRAUMA AND ACUTE CRITICAL CARE CENTER,
MEDICAL HOSPITAL, TOKYO MEDICAL AND DENTAL UNIVERSITY, JAPAN:**

Signature: 

Name in Capitals: PROFESSOR YASUHIRO OTOMO, MD

Position in Organization: Deputy Hospital Director

Medical Hospital, Tokyo Medical and Dental University


**AUTHORISED TO SIGN FOR AND ON BEHALF OF THE FACULTY OF MEDICINE, KHON KAEN UNIVERSITY,
THAILAND:**

Signature: 

Name in Capitals: ASSOCIATE PROFESSOR CHARNCHAI PANTHONGVIRIYAKUL, MD

Position in Organization: Dean, Faculty of Medicine

AUTHORISED TO SIGN FOR AND ON BEHALF OF THE BHN MEDICAL CENTRE LIMITED, THAILAND:

Signature: 

Name in Capitals: DR. PIYAPATR NABHAWACHARAKUL, MD

Position in Organization: Hospital Director, BNH Medical Centre Limited.