

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into this day of 1st April 2013

BETWEEN

FACULTY OF MEDICINE, CHIANG MAI UNIVERSITY, THAILAND having its registered address at 239 Huay Kaew Road, Muang District, Chiang Mai, Thailand, 50200 ("**CMU**")

AND

SINGAPORE HEALTH SERVICES PTE LTD, SINGAPORE (Registration No: 200002698Z) a company incorporated in Singapore and having its registered office at 31 Third Hospital Avenue, #03-03 Bowyer Block, Singapore 168753 ("**SingHealth**")

(collectively the "**Parties**" and each a "**Party**").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purpose of MOU

- 1.1 CMU and SingHealth conclude this MOU in recognition of mutual benefits arising from the establishment of effective academic relation. The purpose of this MOU is to promote scientific relation through academic collaboration between both institutions.

2. Collaborative Activities

- 2.1 Both institutions agree to promote and develop this academic collaboration by the following means:
 - a. Exchange of staff member, undergraduate and graduate students
 - b. Staff development
 - c. Visiting professorship
 - d. Execution of joint research projects
 - e. Provision of lectures and seminars
 - f. Exchange of data, documents, research materials and academic information
 - g. Other mutually beneficial projects which may be defined from time to time
- 2.2 Details of the implementation of many particular exchange resulting from this MOU shall be consulted with each other and develop specific plans for collaboration in any of the ways mentioned above. The details of exchange of staff members and academic information are placed in addendum.

3. Term of MOU

- 3.1 This MOU shall come into effect from the date of this MOU and shall be effective for a period of five (5) years unless earlier terminated in accordance with the provisions of this MOU. The MOU may be extended beyond that period by mutual consent of the Parties in writing after discussion by representative of both Parties.
- 3.2 Either Party may terminate this MOU by serving not less than six (6) months' prior written notice on the other Party.
- 3.3 In the event of expiry or termination of this MOU, the Parties shall collaborate in good faith to wind up all outstanding matters hereunder.

4. Confidentiality and Proprietary Rights

- 4.1 A Party in receipt of Confidential Information from the other Party shall not use or disclose the other Party's Confidential Information without that other Party's prior written consent other than (i) for the purposes of carrying out this MOU, provided any disclosure is only to such of the receiving Party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this MOU or (ii) as required by law.
- 4.2 For the purpose of this MOU "**Confidential Information**" shall mean (i) the subject and terms of this MOU and (ii) all information (in whatever form) disclosed by one Party to the other, whether before or after the date of this MOU but excludes information which (a) is or becomes public knowledge other than through a breach of this MOU (b) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure or (c) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential.
- 4.3 Neither Party may make any public announcement in relation to this MOU without first obtaining the approval of the other Party.
- 4.4 Each Party shall not use any name, logo, trade name, trademark, service mark or other symbol associated with the other Party without the prior written consent of the other Party.
- 4.5 Each Party shall respect the intellectual property of the other Party.

5. General

5.1 This MOU may be revised or modified within the period of its validity by mutual consent of the Parties in writing.

Signed by)

Name: A/Prof Watana Navacharoen)

Designation: Dean)

Duly authorized to sign for and on behalf of:)

FACULTY OF MEDICINE, CHIANG MAI UNIVERSITY)

in the presence of :)

Name: Prof Kom Sukontason

Designation : Associate Dean, Research and
Foreign Affairs

Signature:


Signature

Signed by)

Name: A/Prof Chua Yeow Leng)

Designation: Deputy Group Director, International
Cooperation)

Duly authorized to sign for and on behalf of:)


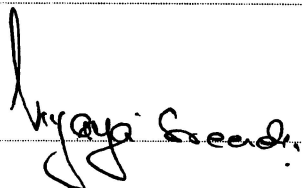
SINGAPORE HEALTH SERVICES PTE LTD)

in the presence of :)

Name: Ms. Vijaya Sreenidhi

Designation : Senior Director, Programme
Development

Signature:


Signature