



UNIVERSITY OF UDAYANA
(UNUD)



INTERNATIONAL UNIVERSITY OF HEALTH
AND WELFARE (IUHW)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF UDAYANA (UNUD),
INDONESIA
AND
INTERNATIONAL UNIVERSITY OF HEALTH AND WELFARE (IUHW),
JAPAN**

The Memorandum of Understanding represents the cooperation and understanding between University of Udayana (UNUD), Indonesia and International University of Health and Welfare (IUHW), Japan. UNUD and IUHW shall cooperate in the fields of teaching and exchange to be agreed upon. Both Universities believes that mutual benefits can be derived by bridging their two institutions, achieving a closer relationship to develop academic and cultural interchange in the areas of education, research, and other activities.

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Japan and the Government of Indonesia concerning academic and educational cooperation, UNUD and IUHW have agreed as follows:

1. Within the fields to be mutually designed, both UNUD and IUHW can broadly agree to the following general forms of cooperation:
 - (a) Exchange of students
 - (b) Exchange of faculty and staff members
 - (c) Holding of lectures, conferences, colloquia and symposia
 - (d) Exchange of academic information and relevant materials
 - (e) Promotion of other academic cooperation as otherwise mutually agreed.
2. Any specific initiative developed under this Memorandum of Understanding shall be discussed and agreed upon in writing by both parties prior to the initiation of any particular program of activities. Details of any specific initiative and financial arrangements associated with the initiative shall be mutually discussed and clearly outlined in a separate document (Letter of Intent/Activity Agreement), and will be signed by appropriate institutional officials (Deans).



UNIVERSITY OF UDAYANA
(UNUD)

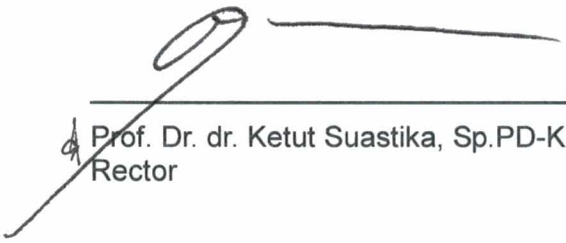


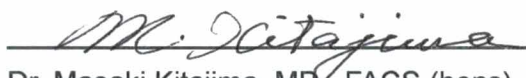
INTERNATIONAL UNIVERSITY OF HEALTH
AND WELFARE (IUHW)

3. This agreement shall be effective upon approval by both parties and shall remain in effect for an initial period of three years (from 2016 to 2019) with the understanding that it can be terminated by either party with six months notice unless an earlier termination is mutually agreed upon. After the initial three years, this agreement shall be extended every year unless either party expresses its desire in writing to terminate or modify the agreement. Revisions or modifications may be proposed at any time, effective from the date of the written agreement signed by both parties.
4. The signatures affixed below attest to the commitment of both institutions to the above paragraphs, as part of their respective commitment to the development of intellectual capital to its faculty and students, and to further foster international understanding, cooperation and goodwill.

Signed for and on behalf of
the University of Udayana,

Signed for and on behalf of
International University of Health and
Welfare,


Prof. Dr. dr. Ketut Suastika, Sp.PD-KEMD
Rector


Dr. Masaki Kitajima, MD., FACS (hons),
FRCS (hon)
President

Date: Jan 25 /2016

Date: Jan 12 /2016



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UDAYANA UNIVERSITY, BALI, INDONESIA
AND
MINISTRY OF HEALTH, TIMOR LESTE**



The Udayana University (UNUD), Bali-Indonesia and The University and the Ministry of Health, Timor Leste, hereinafter referred to as the "Parties";

Considering their common interest in promoting the mutual cooperation in the area of education;

Desiring to expand the basis for academic and educational cooperation; and

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Indonesia and the Government of Timor Leste concerning academic and educational cooperation;

HAVE AGREED as follows:

**ARTICLE I
OBJECTIVE**

The objective of this Memorandum of Understanding is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the Parties.

**ARTICLE II
SCOPE OF COOPERATION**

The Parties undertake to develop academic cooperation in the following:

- a. The parties will seek opportunities to cooperate in research studies. The details of specific research proposals will be determined by mutual agreement of relevant faculties of the university.
- b. Cultural Exchange program comprises of cultural exchange, the exchange of research materials, publications and information including invitations for conferences, symposium, and short visits;
- c. The development of educational programs and curriculum are formulated by the university with recommendations from the MoH, TL.

ARTICLE III PLAN OF OPERATION

1. Detailed description the scope of activities shall be defined in a Plan of Operation which constitutes an integral part of this Memorandum of Understanding.
2. The Plan of Operation will include such items as:
 - a. Elaboration of the responsibilities of each institution for the agreed upon activities;
 - b. Schedules for the specific activity;
 - c. Budgets and sources of financing for each activity; and
 - d. Any other items deemed necessary for the efficient management of the activity.

ARTICLE IV FINANCIAL ARRANGEMENT

The Parties understand that all financial arrangements will have to be negotiated. Specific of financial arrangement will be written on contract agreement.

ARTICLE V PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The Parties agree that any intellectual property right arising under the implementation of this Memorandum of Understanding that it jointly developed will be jointly owned and:
 - a. Each Party shall be allowed to use such intellectual property for the purpose of maintaining, adapting and improving the relevant property;
 - b. In the event the intellectual property is used by the Party and/ or institution on behalf of the Government for commercial purposes, the other Party shall be entitled to obtain equitable portion of royalty;
 - c. Nothing in this –Memorandum of Understanding shall be construed as a warranty or representation by the Parties as to the title of any of the intellectual property disclosed hereunder or that anything made, used, sold or otherwise disposed of in connection with the same, or with intellectual property arising under the implementation on this Memorandum of Understanding, is or will be free from infringement of intellectual property rights of any third party.
2. If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made; and
3. Any further arrangement of all intellectual property rights pertaining to research, publication, and commercial purposes produced; under the-terms of this Memorandum of Understanding shall be determined by specific arrangements to be agreed upon by the Parties.

ARTICLE VI
LIMITATION OF PERSONNEL ACTIVITIES

The Parties shall ensure that their personnel engaged in the activities under this Memorandum of Understanding will not engage in political affairs and any ventures of activities in Indonesia and Timor Leste outside the program of cooperation under this Memorandum of Understanding.

ARTICLE VII
SETTLEMENT OF DIFFERENCES

Any differences arising out of the interpretation and/or the-implementation of this Memorandum of Understanding shall be resolved amicably through consultation and/or negotiation by the Parties.

ARTICLE VIII
AMENDMENT

This Memorandum of Understanding may be amended at any time, by mutual written consent of both Parties and any amendments of this MoU can only be made in writing and after consultation/agreement between two parties. Such amendment shall come into effect on the date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

ARTICLE IX
ENTRY INTO FORCE, DURATION AND TERMINATION

The termination of this MoU will be based on the following:

1. Request from the MoH, TL, for discontinuation of the MoU, between the MoH, TL and the University of Udayana;
2. Any other issues which is mutually agreed and accepted by the MoH, TL and the University of Udayana;
3. This MoU may be terminated by each party by giving notice at least 6 (six) months in advance to the other parties. The events of termination will not affect participants from completing their studies/activities at the host institution/university;
4. In case the MoU, ceases, to be effective on the account of termination or expiration, the provisions of all valid Plan of Operations documents, shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon.

ARTICLE X COMMUNICATION

Any notice or request given or made by one party to the other under this MoU shall be in writing in the language of English or Bahasa Indonesia and shall be addressed by means to the party's principal office as is designated hereinafter;

For the MoH, TL:

Ministry of Health
Democratic Republic of Timor Leste
Head Department of Health Professional Development and Registration
Rua de Caicoli, Dili
Timor Leste
PO Box 374
Contact Person: Francisco Pereira do Rego, SKM
Mobile Phone : +670 7239921
Office Phone : +670 3313634
Email : jeen_63@yahoo.com

For The University of Udayana:

Name of the University: University of Udayana
Address : Kampus Bukit Jimbaran, Badung-Bali, Indonesia
PO Box : 80361
Contact Person or Unit:
Mobile Phone : Prof.Drs. I Made Suastra, MSc.
Office Phone : +62 361 704625 Fax: +62 361 704625
Email : pr4@unud.ac.id

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

Signed in duplicate at Denpasar, Bali on May 5, in the year two thousand and eleven in the English language, both texts being equally authentic.

For
Udayana University


Prof. Dr. dr. I Made Bakta, Sp.PD (KHOM)
Rector



For
Democratic Republic of Timor Leste


Mr. Agapito Soares da Silva
Director General Ministry for Health





**CONTRACT AGREEMENT
BETWEEN
FACULTY OF MEDICINE, UDAYANA UNIVERSITY
AND**



MINISTRY OF HEALTH, DEMOCRATIC REPUBLIC OF TIMOR LESTE

The Faculty of Medicine, Udayana University, Bali, Indonesia and Ministry of Health, Timor Leste, mentioned above as contract partners, endeavor to promote, to the best of their abilities, a long lasting cooperation in the field of medical. Following agreements pertain to this bilateral partnership:

**ARTICLE I
THE MINISTRY OF HEALTH TIMOR LESTE**

1. The MoH, TL, will make available funds for Health professionals and general public gained scholarships for entry into the University of Udayana. The costs are based on the budget plan agreed and approved by the MoH, TL;
2. The MoH, TL, will designate a team which is headed by the Director of Human Resources and other relevant departments for selection of new candidates and perform regular supervisory and monitoring activities related to academic performances, including achievements made by each student in Indonesia;
3. The MoH, TL, has the right to decide whether a student can continue his/her study or not, based on the performance academic report provided by the university and an evaluation made by MoH's supervisory team and other relevant inputs from competent sources that could be trusted;
4. The MoH, TL, will be selected the new candidate in support according to the admission criteria of the University of Udayana.

**ARTICLE II
THE UNIVERSITY OF UDAYANA**

1. The University of Udayana will designate a team, tasked to perform selection for new candidates applying for specializations (This team will work together with the MoH, TL, team, which is designated by the Director of Human Resources, Ministry of Health, Timor Leste);
2. All costs associated with activities mentioned in point 1 above, will be financed by the MoH, TL;
3. The University of Udayana sets out relevant curriculum program according to the MoH, TL's educational priorities in the health area;
4. The University of Udayana will provide collective semester report after 3 weeks of the semester to the MoH, TL, for evaluation purposes;
5. The University of Udayana will provide support for application of KITAS (Keterangan Izin Tinggal Sementara) and other immigration matters related to students day-to-day life;

6. The University of Udayana will cover any late transfer (mainly for Tuition Fees), which is due and the MoH, TL, will reimburse the costs claimed by the university;
7. The University of Udayana will facilitate the needs of students outside academic program, that may support and facilitate their studies;
1. The University of Udayana shall provide an active and effective Bank Account to the MoH, TL, to facilitate the transfer of funds. It shall be or may require only 1 (one) Bank Account;
2. The University of Udayana will provide support for students in difficulties or in cases of any unwanted occurrences such as accident, sick or any other similar cases that may prevent or interrupt/ceased their academic activities.

Article III FEES AND COSTS

The MoH, TL is responsible for all costs and fees resulted from this MoU and any associated activities, which is agreed by the two parties.

As the fees and costs for 2010-2011, is a component package in The National Health Strategic Plan, and all fees and cost will be conclusive as well as National fee in Indonesia and it's undesirable that the School fees and other associated costs changed and/or increased by the University after the signing of this MoU.

Based on Rector Decree Number: 33/H14/KU.00.02/2011, the details of fees and costs as follows:

- (1) Admission fees is Rp. 2.000.000 (*two million*) will be paid on at the beginning of the first semester for each residences who has been accepted in PPDS I
- (2) Tuition fees for each residence from Timor Leste is Rp. 31.750.000 (*thirty one million seven hundred and fifty thousand rupiah*) will be paid per semester according to education programs; and
- (3) Institutional Education Contribution fees is Rp. 125.000.000 (*one hundred and twenty five million rupiah*) will be paid once during the study period (at the beginning).

Article IV

For the implementation of the cooperation, both parties will nominate their coordinators or representatives, to take care the cooperation, prepare the work plans and protocol, exchange information and coordination.

Prof.Dr.dr. Ketut Suastika, SpPD-KEMD, the Dean of Faculty of Medicine from the Udayana University, Bali, Indonesia, and **Mr. Duarte Ximenes, SKM, MM**, the National Director for Human Resources, Ministry for Health of Health of Democratic Republic of Timor-Leste, both representatives represent their respective Institutions for the implementation of the contract.

Article V

The contract partners commit to inform the other contract partner in time about necessary changes in the agreement.

Article VI

In case on institution is willing to cancel the contract, it has to be done before the current year. Changes and additions to the contract always need the permission of each contract partner.

Signed in duplicate at Denpasar, Bali on May 6, in the year two thousand and eleven in the English language, both texts being equally authentic.

This contract agreement shall be effective for the same period as the Memorandum of Understanding and maybe amended in writing upon mutual agreement of the two Parties.



For
Udayana University

Prof. Dr. dr. Ketut Suastika, Sp.PD-KEMD
Dean of Faculty of Medicine

For
Democratic Republic of Timor Leste

Mr. Duarte Ximenes, SKM, MM
Director for Human Resources

Witness,



Prof. Dr. dr. I Made Bakta, Sp.PD (KHOM)
Rector, Udayana University, Bali



Mr. António da Silva Soares
Director General, Ministry of Health

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY UDAYANA

&

NUGRAHAN SDN BHD

(491969-V)

APRIL 2016

MEMORANDUM OF UNDERSTANDING

BETWEEN
UNIVERSITY UDAYANA
AND
NUGRAHAN SDN BHD 491969 -V

This memorandum was signed on / 9 April 2016 between:

Prof. Dr. dr. Ketut Suastika, SpPD-KEMD

Rector of University Udayana, kampus Bukit Jimbaran, Denpasar – Bali 80361, Indonesia
(hereafter referred to as the First Party)

AND

Suresh Kumar A/L K.Chinnan

Managing Director of Nugrahan Sdn Bhd, Suite B-5-15A, 5th Floor, Block B, Megan Avenue II, 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia (hereafter referred to as the Second Party)

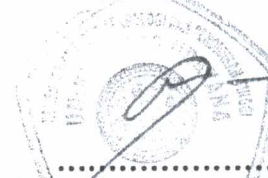
Both parties have hereby agreed that:


- I) The Second Party, a company operating its business in Kuala Lumpur will function as Agent in recruiting and placing qualified Malaysian students in University Udayana.
- II) The Second Party will promote the medical programme of University Udayana to Malaysian students for three (3) years commencing on the day of execution of this Memorandum of Understanding.
- III) The First Party will appoint the Second Party as the exclusive representatives of its interests in Malaysia.
- IV) The terms and agreements in regards to the payment of fees and other essential matters will be signed in a separate Agreement, which forms an integral part of this Memorandum of Understanding.

Whereof the parties hereto have set their hands on the day and year first above written.

FIRST PARTY

SECOND PARTY


Prof. Dr. dr. Ketut Suastika, SpPD-KEMD
Rector University Udayana


Suresh Kumar A/L K. Chinnan
Managing Director, Nugrahan Sdn Bhd



MEMORANDUM OF UNDERSTANDING
between
UNIVERSITY OF HAWAII
JOHN A. BURNS SCHOOL OF MEDICINE
and
UDAYANA UNIVERSITY FACULTY OF MEDICINE

This Memorandum of Understanding (hereinafter "**Agreement**"), effective as of November 1, 2016, is by and between the University of Hawai'i John A Burns School of Medicine (JABSOM) in the United States (hereinafter "**UH**") and Udayana University Faculty of Medicine (UNUD) in Denpasar, Bali, Indonesia (hereinafter "**Foreign Organization**"). UH and Foreign Organization will be referred to herein as the "**Institution**," "**Home Institution**," or "**Receiving Institution**," as the case dictates. UH and Foreign Organization also may each be referred to herein as a "**party**" and collectively as the "**parties**."

1. Purpose. In order to strengthen international academic exchange, to develop academic and scientific relationships, and in support of collaborative training activities, UH and Foreign Organization mutually agree to exchange medical students and faculty (hereinafter "**Participants**") in accordance with the following provisions.
2. Definitions. "Home Institution" will mean the institution in which a student is formally enrolled as a degree candidate, and "Receiving Institution" will mean the institution that has agreed to receive Participants from the Home Institution for a period of study on a non-degree basis.
3. Scope. Each Institution will accept Participants from each other for clinical rotations/observerships. Generally, these are four (4) weeks in duration. Any activities or terms outside the scope of the present Agreement or not explicitly included within the present Agreement will be mutually agreed to by the Institutions in a writing signed by authorized representatives of each Institution.
4. Duration and Review. Upon signature of all parties, this Agreement will be effective as of the date indicated in the first paragraph, and will continue in effect thereafter from unless earlier terminated as provided in this Agreement. However, the parties shall jointly review this agreement no later than three (3) years from its effective date. The parties may review this agreement earlier, at the request of either party.
5. Amendments. Neither this Agreement, nor any provision hereof, may be amended, discharged, or terminated orally. Any such amendments must be made in writing and signed by authorized representatives of each party to be effective.

6. Responsibilities of Home Institution and/or Participant.

- A. Assignment of Participants. Home Institution will only assign Participants to Receiving Institution whose courses and experiences meet the requirements of Receiving Institution. Receiving Institution will determine the number of participants to be sent from Home Institution to Receiving Institution. Both Home Institution and Receiving Institution shall determine together in good faith through a process agreed to by both Institutions the dates of assignments and availability of facilities and resources. Neither Institution will be required to provide any minimum number of qualified Participants to the other Institution in a given period.
- B. Costs of Participation. Home Institution or each Participant will be responsible for costs of participation such as transportation, room, medical care, and other costs.
- C. Health Insurance. Prior to participation, each Participant will obtain international health insurance and have received all immunizations required by the Receiving Institution.
- D. Subject to Policies. Each Participant is subject to all applicable policies, rules, regulations, and procedures of both the Home and Receiving Institutions, as well as all governmental laws, rules, and regulations to which each Institution may be subject.

7. Responsibilities of Receiving Institution.

- A. Assistance with Review of Program. On request of Home Institution, Receiving Institution will provide Home Institution with information, as appropriate, in order to inform the Participant's and the Home Institution's review of the experience prior to its approval. The information that may be requested from the Receiving Institution, includes, but is not limited to, the following:
 - i. Potential risks to the health and safety of patients, Participants, and the community
 - ii. The availability of emergency care
 - iii. The possibility of natural disaster, political instability, and exposure to disease
- B. Performance Assessments. Receiving Institution agrees to timely completion and submission of applicable performance assessments of Participants to Home Institution.
- C. Patient Care. With respect to Participants undertaking clinical rotations/observerships, Receiving Institution and/or affiliated medical

facilities shall retain complete control and responsibility for the care and management of all patients, including, without limitation, all related duties, responsibilities, and services. It is understood that in no case shall the Participant in learning situations replace the staff of the Receiving Institution and/or affiliated medical facility.

- D. Environmental Exposure. In the event a Participant is exposed to an infectious, environmental, or occupational hazard at Receiving Institution and/or affiliated medical facility, Receiving Institution and/or affiliated medical facility shall be responsible for providing immediate evaluation and counseling as with employees of Receiving Institution and/or affiliated medical facility. Follow-up after the initial evaluation and counseling will not be the responsibility of Receiving Institution and/or affiliated medical facility, and will proceed according to student health policies or other policies of Home Institution.

8. Cooperative Efforts.

- A. Privacy and Confidentiality. UH and Foreign Organization agree to comply with all applicable laws, statutes, rules, and regulations relating to the confidentiality of patient and treatment information, and shall direct Participants accordingly.
- B. Independent Contractor Status. In the performance of the services, duties, and obligations under this Agreement, UH and the Foreign Organization shall at all times act and perform as "independent contractors," each with the authority and responsibility to control and direct the performance and details of its services, duties, and obligations required under this Agreement; however, each Institution shall have a general right to inspect work in progress to determine whether the other Institution is performing in accordance with the terms of this Agreement.
- C. Qualified to Participate. UH and Foreign Organization shall ensure that their respective officers, employees, agents, and representatives are qualified (and licensed, if necessary), to engage in the activities, services, duties, and obligations in which they participate.
- D. Responsible for Accuracy. UH and Foreign Organization shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by its officers, employees, agents, and representatives, and shall ensure that all applicable licensing and operating requirements of national, prefectural, provincial, federal, state, county, and/or municipal governments, and all applicable accreditation and other standards of quality generally accepted in the field of each Institution's activities are complied with and satisfactorily met.

at least a ten (10) day notice to cure any such failure or default. If the breaching party thereafter fails to take satisfactory corrective action within the time specified by the non-breaching party, the non-breaching party will have the right to terminate this Agreement for cause, breach, or default by giving written notice to the breaching party of such termination at least sixty (60) calendar days prior to the effective date of such termination. This Agreement, however, may not be terminated for cause, breach, or default if the breaching party commences efforts to cure within the time specified and diligently and continuously pursues the same until termination.

- ii. Without cause. Either party may, upon giving the other party at least ninety (90) days prior written notice, terminate this Agreement without cause.
 - iii. Survival of obligations. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration, as provided under this Agreement. If this Agreement is terminated, any other provision of this Agreement notwithstanding, the breaching party shall not be relieved of liability to the non-breaching party for damages sustained because of any breach of this Agreement.
- B. Publicity. Neither party will identify the other party in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of the other party or its entities, whether registered or not, or use the name, title, likeness, or statement of the other party's employees without the prior written consent of the other party. Any use of the UH name will be limited to statements of fact and will not imply endorsement by UH of Foreign Organization's products or services. Any use of the Foreign Organization's name will be limited to statements of fact and will not imply endorsement by Foreign Organization of UH's products or services.
- C. Notice. All notices required under this Agreement will be in writing and addressed to the parties as set forth below or to such other address as the party shall communicate in writing to the other parties. All such notices will be deemed given or made if personally delivered; or if deposited in United States mail, certified or registered, postage prepaid; or if sent by telex or facsimile transmission. Airmail will be used for all mailings to or from outside the State of Hawai'i. Notices may be delivered by email provided that by no later than two (2) days thereafter, such notice is confirmed in writing and sent by one (1) of the methods described above.

UNIVERSITY OF HAWAII
JOHN A. BURNS SCHOOL OF MEDICINE

Satoru Izutsu
Vice Dean & Director
Office of Global Health
651 Ilalo Street, MEB 2nd Floor
Honolulu, HI 96813
sizutsu@hawaii.edu

FOREIGN ORGANIZATION

Putu Astawa
Dean
Faculty of Medicine Udayana Udayana
Jl. PB Sudirman Denpasar, Bali
Indonesia, 80232
putu_astawa@yahoo.com

With a copy to:


Director
Office of Risk & Clinical Affairs
651 Ilalo Street, MEB 4th Floor
Honolulu, HI 96813
jabsom-heba@lists.hawaii.edu

- D. No Employer/Employee Relationship. Nothing in this Agreement will be construed to create an employer/employee relationship between UH and the Foreign Organization's officers, employees, agents, Participants, faculty members, or representatives, nor between the Foreign Organization's and UH's officers, employees, agents, Participants, faculty members, or representatives.
- E. Governmental Immunity. UH is a public agency of the State of Hawai'i, established by the constitution and laws of the State of Hawai'i. No provision of this Agreement will be construed as an express or implied waiver by the UH of its governmental immunity; nor as an express or implied acceptance by UH of liabilities arising as a result of actions in excess of tort or contract liabilities allowable under the full faith and credit of the State.
- F. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with the laws of the State of Hawaii, and the courts of the State of Hawaii will have exclusive jurisdiction in any action to interpret or enforce this Agreement.
- G. Compliance with Law. Nothing in this Agreement is intended to be contrary to state or federal laws. In the event of conflict, state or federal law will supersede the terms of this Agreement.
- H. Severability. If any provision of this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- I. Assignability. No party will assign any of its rights or obligations under this Agreement to any party without the prior written consent of the other party, which consent may be arbitrarily withheld.
- J. Waiver. Any waiver of the terms, conditions, or provisions of this Agreement or a party's rights or remedies under this Agreement must be in writing and signed by authorized representatives of each party to be effective.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all other prior or concurrent oral or written letters, agreements, or understandings.
- L. Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in this order: (1) this Agreement; (2) attachments to this Agreement, with the most recent taking precedence over earlier attachments.
- M. Interpretation of Agreement. The parties acknowledge that this Agreement has been fully reviewed by all parties with the opportunity to be advised by respective counsel. Any ambiguity in the text of this Agreement shall be construed in accordance with its fair meaning, without regard to any presumption for or against any party.
- N. Binding Effect. Subject to any provisions herein restricting assignment or transfer, this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective executors, administrators, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties heretohave executed this Affiliation Agreement as of the day and year first above written.

UNIVERSITY OF HAWAI'I
JOHN A. BURNS SCHOOL OF MEDICINE



Jerris R. Hedges, MD, MS, MMM
Dean


NOV - 1 2016

Date



FOREIGN ORGANIZATION


Prof. Dr. dr. Putu Astawa, Sp.OT(K), M.Kes
Dean


Satoru Izutsu, PhD
Vice Dean
Director, Office of Global Health

11/1/16

Date

Appendix A

ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT

University of Hawai'i John A. Burns School of Medicine
International Exchange or Other International Programs

NOTE: For the purposes of this Agreement, the term "I" refers to both Participant and Parent/Legal Guardian.

Name of Course/Activity
("Activity"):

Location:

Dates (From, To):

Name of Participant
("Participant"):

General Assumption of Risk

I understand that Participant will be participating in the above-described Activity on the above-named dates. I understand that there are inherent dangers and risks associated with traveling to/from and participating in this Activity, which include but are not limited to: health and safety risks associated with domestic and international travel that are beyond the control of John A. Burns School of Medicine ("JABSOM") and the University of Hawai'i. These risks may include exposure to potentially serious health and safety hazards such transportation accidents; storms, floods, earthquakes, and other natural disasters; infectious diseases; inadequate medical care; remote access to medical treatment; armed insurrections, crime, civil disturbances, and terrorist activities.

I understand that these injuries or outcomes may arise from Participant's or others' actions, inaction, or negligence; conditions related to travel; or the conditions of the above-named location of the Activity. Nonetheless, I assume all related risks, both known and unknown to me, of Participant's participation in the Activity, including travel to, from, and during the Activity.

I certify that Participant is in good physical health and able to participate in all activities of the Activity.

I understand that Participant should be covered during the dates of the Activity by a private medical and liability policy, and that JABSOM and the University of Hawai'i do not provide health insurance or otherwise indemnify individuals with respect to injuries or other liabilities arising out of Participant's participation in the Activity.

JABSOM-Related Assumption of Risk

I understand that JABSOM and the University of Hawai'i are not in a position to and do

not guarantee Participant's personal health and safety during Participant's participation in the Activity.

I understand that I am responsible for any and all medical, hospital, other health care provider, and related expenses for any injury or other liabilities arising out of Participant's participation in the Activity. I understand that Participant should be covered by a comprehensive travel insurance policy that includes coverage for medical, evacuation, and repatriation expenses, prior to Participant's participation in the Activity.

I understand that JABSOM's professional liability insurance policy does not respond to claims brought in a non-U.S. state or territory. If a medical claim is filed against Participant in a non-U.S. state or territory, I will be personally responsible for all costs associated with Participant's defense.

I understand that Participant is not allowed to provide direct patient care services. If Participant is a JABSOM first-year medical student, I understand that Participant is able to observe but not participate in surgical or labor and delivery procedures.

I understand that if Participant participates in research activities of the Activity, Participant will obtain all necessary certifications and clearances, in compliance with all applicable JABSOM, University of Hawai'i, State of Hawai'i, and Federal laws, regulations, and policies prior to Participant's participation in the Activity. I further understand that my failure to do so may lead to serious legal and/or academic consequences to Participant.

I understand that Participant must obtain a person's or his/her guardian's authorization before taking his/her picture, and a written authorization before publishing his/her picture. If the photo depicts a medical situation, the photo is allowed to be used for medical purposes but is not allowed to be posted on the Internet, on social media, or in other public places. JABSOM medical students should see the JABSOM Director of Student Affairs with questions about this policy.

I understand that Participant's violation of any statute, ordinance, law, rule, regulation, or term of this Agreement is expressly prohibited and grounds for Participant's immediate dismissal from the Activity.

Hold Harmless, Indemnity, and Release

In consideration of Participant being permitted to participate in the Activity:

I agree, for Participant, Participant's heirs, personal representatives, and assigns, to hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the State of Hawai'i, the University of Hawai'i, its Board of Regents, officers, employees, and agents from any and all claims, including, but not limited to, claims for property damage, personal injury, illness, or death, arising from Participant's involvement or participation in the Activity.

I also agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS the State of Hawai'i, the University of Hawai'i, its Board of Regents, officers, employees, and agents from and against any and all claims, demands, actions or causes of action, on account of any loss, including damage to personal property, or personal injury or death, which arise out of Participant's involvement or participation in the Activity.

I also agree that this Agreement shall be construed in accordance with the laws of the State of Hawai'i. I further agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

I have read this Assumption of Risk, Release, and Indemnity Agreement and I understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this Agreement freely and voluntarily.

PARTICIPANT ACKNOWLEDGMENT

Co-signature of Parent/Legal Guardian required if Participant is under 18 years of age

**PARENT/LEGAL GUARDIAN
ACKNOWLEDGMENT**

Participant Signature Date

Parent/Legal Guardian Signature Date

Print Name

Print Name

MEMORANDUM OF UNDERSTANDING
between
UNIVERSITY OF HAWAII
JOHN A. BURNS SCHOOL OF MEDICINE
and
UDAYANA UNIVERSITY SCHOOL OF MEDICINE

The University of Hawaii John A. Burns School of Medicine located in Honolulu, Hawaii (USA) and Udayana University located in Bali, Indonesia have agreed to exchange students and faculty in accordance with the following points:


Each institution will accept students (hereinafter referred to as "Participants") from its counterpart to participate in a one-month clinical clerkship or internship in Medicine.

Each institution shall not be required to pay tuition for participating in the international program of its counterpart institution. Transportation, room, medical care and other expenses will be the responsibility of each Participant or their home institution. In addition, the Participant and home institution shall maintain professional liability insurance for claims arising from acts or omissions in the course of undertaking clinical activities. The Participant will be required to obtain health insurance and have received all necessary/required immunizations.

The number of Participants to be sent from each institution will not exceed two for each year.

Each institution may send its faculty members to conduct research or undergo medical training, or to make a scientific visit in its counterpart institution. The duration and scope of this activity will be determined by mutual consent of both institutions.

This Memorandum of Understanding will remain in effect for a period of three years from the 1st day of March 2013.



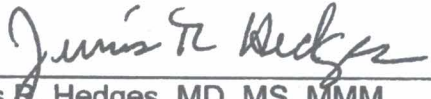
Satoru Izutsu, PhD
Director
Office of Global Health and Medicine

Date: 1/18/13



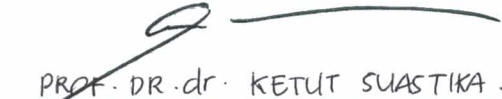
DR. DESAK MADE WIHANDANI, M. KES
Official - International programs

Date: 1/22/13



Jerris R. Hedges, MD, MS, MMM
Dean

Date: 1/18/13



PROF. DR. dr. KETUT SUASTIKA, Sp.PD-KEMD
Dean or Similar

Date: 1/22/13

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FACULTY OF MEDICINE,
UNIVERSITY OF UDAYANA, INDONESIA
AND
THE GRADUATE SCHOOL OF HUMAN HEALTH SCIENCES AND THE FACULTY
OF HEALTH SCIENCES,
TOKYO METROPOLITAN UNIVERSITY, JAPAN**

The Faculty of Medicine, University of Udayana in Indonesia and the Graduate School of Human Health Sciences and the Faculty of Health Sciences, Tokyo Metropolitan University in Japan wish to enter into the following Memorandum of Understanding (this 'MOU') with the objective of promoting academic cooperation and exchanges, based upon the principles of mutual equality and reciprocity of benefits, between the two institutions.

I. Scope of Cooperation and Exchanges

A. Exchange of Academic Staff

Each institution may receive members of the academic staff of the other institution to give lectures, to engage in joint or individual research, or for other educational purposes.

B. Cooperation in Research

Both institutions shall strive to cooperate in research by exploring means of promoting symposia, research conferences, the exchange of academic information, the publication of research, and the collection and sharing of research materials and data.

C. Other Exchanges

The institutions shall strive to cooperate in any other educational and academic exchanges to which they may both agree. If necessary, both institutions shall separately make and enter into an appendix regard to an exchange of students etc.

II. Financial Matters

This MOU imposes no financial obligation on either institution.

III. Intellectual Property Rights

This MOU shall not be construed as any transfer or assignment of intellectual property rights between the two institutions.

IV. Data Protection

Both institutions agree to collect, process, use, disclose and otherwise manage

personal information only for the purposes set forth in this MOU.

Both institutions agree to ensure that personal information is not used for any purpose other than that for which it is collected.

V. Terms of Renewal, Termination, and Amendment

This MOU shall commence from the date of the last signature.

Either institution wishing to terminate this MOU shall notify the other institution in writing at least twelve (12) months prior to such termination. Such notification shall not affect the status of students and researchers who have already been accepted for programs initiated prior to such termination.

This MOU shall remain in force for five (5) years from the date of its commencement. This MOU may be amended at any time by an exchange of letters between the two institutions. Such amendments shall become part of this MOU once approved by both institutions.

VI. Miscellaneous

This MOU records the understanding between the institutions and is not intended by the Institutions to be a legally binding document and will not be enforceable in any court of law. Legally binding written appendices between the institutions will be prepared and signed as and when required to cover the specific activities anticipated by this MOU.

Any questions of interpretation arising out of or in relation to this MOU shall be resolved through mutual and amicable discussion and negotiation in good faith between the two institutions.

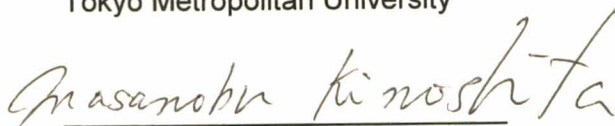
This MOU is drawn up in duplicate in English. Each institution shall retain each one (1) copy.



Dean Putu Astawa
The Faculty of Medicine,
University of Udayana



Dean Masaru Watanabe
The Graduate School of Human Health Sciences,
Tokyo Metropolitan University

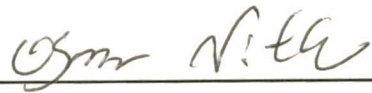


Dean Masanobu Kinoshita
The Faculty of Health Sciences,
Tokyo Metropolitan University

Witnesses



Rector Ketut Suastika
Udayana University



Head Osamu Nitta
Department of Physical Therapy,
The Graduate School of Human Health Sciences,
Tokyo Metropolitan University

15 / 03 / 2016
Day / month / year

15 / 03 / 2016
Day / month / year