



**MEMORANDUM OF UNDERSTANDING**  
between  
**TOHO UNIVERSITY FACULTY OF MEDICINE**  
and  
**WALAILAK UNIVERSITY SCHOOL OF MEDICINE**

This Memorandum of Understanding (hereinafter **“MOU”**), effective as of January 1, 2024, is by and between Toho University Faculty of Medicine in Japan (hereinafter **“TUFM”**) and Walailak University School of Medicine in Thailand (hereinafter **“WUSM”**). TUFM and WUSM will be referred to herein as the **“Institution,” “Home Institution,”** or **“Receiving Institution,”** as the case dictates. TUFM and WUSM 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, TUFM and WUSM 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 MOU or not explicitly included within the present MOU will be mutually agreed to by the Institutions in a writing signed by authorized representatives of each Institution. The number of students/post-graduate students to be sent from a party will not exceed two for each year.
4. Duration. Upon signature of all parties, this MOU will be effective as of the date indicated in the first paragraph, and shall be effective until either party provides a written notice of its intention to terminate. The resolution or modification of this MOU shall be made by following the procedures described in 8. General Matters.
5. 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. The number of students/doctors to be sent from Home Institution will not exceed two for each academic year. 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. Home Institution or each Participant will not be required to pay fees for participating in the programs at Receiving Institution. Home Institution or each Participant will be responsible for costs of transportation, medical care and other costs.
- C. Malpractice Liability Insurance. Home Institution and each Participant shall obtain, keep in force, and maintain adequate levels of professional liability (malpractice) insurance, or ensure that such insurance is obtained, kept in force, and maintained, that covers the Participation and Home Institution for claims arising from acts or omissions in the course of undertaking clinical activities pursuant to this MOU.
- D. Health Insurance. Each Participant will obtain international health insurance and have received all immunizations required by the Receiving Institution.
- E. 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.

#### 6. Responsibilities of Receiving Institution.

- A. Review of Program. Receiving Institution will provide Home Institution with the following information, as appropriate, in order to inform the Participant's and the Home Institution's review of the experience prior to participating in programs pursuant to this MOU.
  - 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
  - iv. The need for additional preparation prior to, support during, and follow-up after participation in programs pursuant to this MOU
  - v. The level and quality of supervision

vi. Any potential challenges to the code of medical ethics adopted by the Home Institution

- B. Accommodation. Accommodation will be provided for each participant by Receiving Institution if there is a room in the dormitory of Receiving institution.
- C. Patient Care. With respect to Participations 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. Participants are not allowed to provide direct patient care 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 health policies or other policies of Home Institution.

#### 7. Joint and Other Responsibilities

- A. Privacy and Confidentiality. TUFM and WUSM 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. Qualified to Participate. TUFM and WUSM 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.
- C. Facilities, Property, and Responsibility. As applicable, involves Home Institution or Home Institution's officers, employees, agents, representatives, Participants, faculty members, or students use of

Receiving Institution's facilities, property, or equipment for the activity. Home Institution shall assume the risks of and pay from its assets the costs, expenses, damages, claims, losses, and liabilities relating to any injury, harm, death, damage, or other peril that is suffered by Home Institution's officers, employees, agents, representatives, Participants, faculty members, students, and property. Home Institution shall further waive any rights of recovery from or rights of subrogation against Receiving Institution, officers, employees, and agents for any cost, expense, damage, claim, loss, or liability that arises out of or is related to the use of Receiving Institution's property by Home Institution's officers, employees, agents, Participants, faculty members, and students.

## 8. General Matters.

A. Amendments. Neither this MOU, 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.

### B. Termination of MOU.

- i. For cause. If either party fails to satisfactorily perform any of its obligations or breaches any of the terms or conditions of this MOU, the non-breaching Institution shall give the breaching party 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 MOU 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 MOU, 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 MOU without cause.
- iii. Survival of obligations. Upon any termination or expiration of this MOU, 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 MOU. If this MOU is terminated, any other provision of this MOU notwithstanding, the breaching party shall not be relieving of liability to the non-breaching party for damages sustained because of any breach of this MOU.

- C. Notice. All notices required under this 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.

TOHO UNIVERSITY  
FACULTY OF MEDICINE  
Director

WALAILAK UNIVERSITY  
SCHOOL OF MEDICINE  
Dean

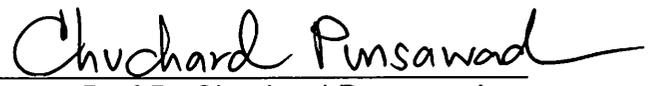
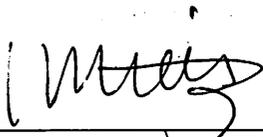
Global Initiatives Committee  
5-21-16, Omori-Nishi, Ota-ku  
Tokyo 143-8540 Japan  
toho.med.icc@med.toho-u.ac.jp

School of Medicine  
222 Thaiburi, Thasala District  
Naknon Si Thammarat 80160 Thailand  
auemphon.mo@wu.ac.th

IN WITNESS WHEREOF, the parties hereto have executed this Affiliation MOU as of the day and year first above written.

TOHO UNIVERSTY  
FACULTY OF MEDICINE

WALAILAK UNIVERSITY  
SCHOOL OF MEDICINE



Toshisuke Morita, MD, PhD  
Dean

Assoc. Prof. Dr. Chuchard Punsawad  
Acting Dean

Date:

Date: December 4, 2023

TOHO UNIVERSITY  
Witness

WALAILAK UNIVERSITY  
Witness



Kazuhiro Tateda, MD, PhD  
Director  
Global Initiatives Committee  
Faculty of Medicine

Asst. Prof. Dr. Auemphon Mordmuang  
Lecturer  
School of Medicine

Date:

Date: December 4, 2023