

## **MEMORANDUM OF AGREEMENT FOR CLINICAL PLACEMENT OF STUDENTS**

This Memorandum of Agreement (MOA) is made on the 1<sup>st</sup> day of January 2024 ("Effective Date") between:

1. **Walailak University** ("Teaching Institute"), acting through its School of Allied Health Sciences and having its registered office at 222, Tha Sala, Nakhon Si Thammarat 80161
2. **Changi General Hospital Pte Ltd** ("Centre"), incorporated in Singapore and having its principal place of business at 2, Simei Street 3, Singapore 529889

(Teaching Institution and Centre shall be referred to as "Party" individually and collectively as the "Parties" hereunder)

### **WHEREAS:**

- A Teaching Institute offers a number of courses through its School of Allied Health Sciences ("Courses"), which is required as part of the curriculum of the Course that students ("Students") spend a period of time at a hospital to obtain an overview of clinical education and exposure in medical institutions ("Clinical Placement").
- B The Centre is agreeable in assisting the Teaching Institute in its provision of clinical education and exposure to the Students by accommodating Clinical Placements, subject to and in accordance with the terms of this MOA.

### **IT IS HEREBY AGREED AS FOLLOWS:**

#### **1 REQUEST FOR CLINICAL PLACEMENTS**

- 1.1 Teaching Institute's request for Clinical Placements at the Centre shall be made in writing (including via email) directly to the Centre's Education Office hosting the Clinical Placements at least four (4) months in advance.
- 1.2 Where the Centre is able to accommodate the Clinical Placements as requested, Teaching Institute and the Centre shall agree on the details for the Clinical Placements, including the duration ("Clinical Placement Arrangements"). Should a Party need to make changes to the agreed Clinical Placement Arrangement, that Party shall make the request to the other Party in writing and shall give at least one (1) month's notice prior to the change(s) being effected.

**1.3 All Clinical Placement Arrangements shall be subject to the terms and conditions of this MOA.**

## **2 TRAINING PROGRAMME**

**2.1 The Parties shall plan and mutually agree on the programme of training for the Students' Clinical Placement ("Training Programme") as fully detailed in Schedule A.**

**2.2 The Training Programme will, as far as practicable, include**

**2.2.1 For Bachelor of Science Program in Medical Technology (International Program)**

- (i) observation of clinical laboratory procedures in various laboratories;**
- (ii) practice opportunities to perform hands-on laboratory procedures according to the Student's level of training and competency, as determined with the expressed permission; and**
- (iii) assistance in and performance of other procedures appropriate to the Students' level of training**

**by the Students under the supervision and guidance of the Centre's qualified clinical/medical staff.**

**2.2.2 Cover such medical disciplines as are agreed between Teaching Institute and the Centre and as may be made available by the various clinical departments of the Centre.**

**In the event of a conflict between the details of the Training Programme as set out in Schedule A and this Clause, the contents in Schedule A shall prevail.**

## **3 ADMINISTRATIVE MATTERS**

**3.1 Teaching Institute shall assume overall responsibility for co-ordinating and administering the Clinical Placement Arrangement for posting of the Students to the various departments at the Centre.**

**3.2 Teaching Institute shall appoint Clinical Attachment Liaison Co-ordinators, who shall liaise with the Clinical Educator Leads (CELs) of the respective professions appointed by the Centre's Education Office, listed in Schedule A where relevant, and any officer specifically appointed by Centre to liaise with the Clinical Attachment Liaison Co-ordinators for the coordination of activities relating to the Training Programme.**

**3.3 The Clinical Attachment Liaison Co-ordinators shall be responsible for, inter alia: -**

- 3.3.1 the assignment of the Students to the Centre;
  - 3.3.2 the co-ordination of the dates and duration of the Students' postings to the Centre;
  - 3.3.3 monitoring the attendance of the Students during the Clinical Placements; and
  - 3.3.4 advising and reporting to the Centre on the process, problems and related matters of the Students in respect of the Training Programme.
- 3.4 Teaching Institute shall give all relevant information with regard to the posting of Students to the Centre, including the names of the Students and such other information as the Centre may require for the proper planning and implementation of Clinical Placements, at least one (1) month prior to each posting. In this respect, the Teaching Institute warrants that all necessary consent for such disclosure have been obtained from the Students or their parents/legal guardians in compliance with the Personal Data Protection Act 2012 (No. 26 of 2012).
- 3.5 Teaching Institute shall provide during the term of the Clinical Placements such number of Teaching Institute Clinical Instructors as are expedient for oversight of Student affairs during their Clinical Placements. For the purposes of this MOA, "Teaching Institute Clinical Instructor(s)" refer to the teaching staff of the Teaching Institute assigned to each Student Placement , "Clinical Educator(s)" refer to personnel who are appointed by Centre to supervise and train the Students such that the Students learn skills required in a 'live' clinical setting. Such personnel who are not the staff of the Centre be referred to as "Teaching Institute Clinical Instructors".
- 3.6 The roles and responsibilities of the Parties are described in Schedule B ("Parties' Roles and Responsibilities").

#### **4 TEACHING INSTITUTE'S RESPONSIBILITIES**

- 4.1 Teaching Institute shall issue instructions to Students and Teaching Institute Clinical Instructors and ensure that the Students and Teaching Institute Clinical Instructors shall at all times in the course of the Clinical Placement:
- (i) act responsibly and perform assigned tasks with due care in accordance with the instructions of the Clinical Educators, and comply with the rules, regulations, guidelines, instructions, policies, protocols and procedures of the Centre;
  - (ii) not act or conduct themselves in any manner that may be prejudicial or harmful to the standing and reputation of the Centre; and

- (iii) observe strict confidentiality in respect of all matters relating to patients and the operations of the Centre, and without prejudice to the generality of the requirement for confidentiality, not to disclose or use in any manner whatsoever any information relating to any patient other than to Centre's clinical personnel responsible for the care and treatment of the patient, or to such other Centre personnel disclosure to whom is necessary, for the proper discharge or performance of the tasks assigned to the Students, and the role and responsibilities of the Teaching Institute Clinical Instructors, as the case may be.
- 4.2 Teaching Institute agrees that the Centre may refuse any Student or Teaching Institute Clinical Instructor access to its premises or participation in the Training Programme, if in its sole judgment, such access or participation is prejudicial to patient safety or welfare or the interest of the Centre.
  - 4.3 Teaching Institute shall indemnify and hold harmless the Centre and their respective officers and personnel (collectively "Indemnified Persons") against all losses, damages, liabilities, claims, actions, costs and expenses incurred by any of the Indemnified Persons arising from or in connection with a breach of Teaching Institute's undertaking under clause 4.1, or non-compliance by any Student or Teaching Institute Clinical Instructor of the requirements stated in clause 4.1, or breach of any undertakings by the Students or the Teaching Institute's Clinical Instructors, or the performance of any unauthorised procedure or treatment by any Student or any unlawful act or unlawful omission of any Student or Teaching Institute Clinical Instructor in the course of the Clinical Placement or during the duration of this MOA, save to the extent that such loss, damages, liabilities, claims, actions costs and expenses are directly attributable to the wrongful or negligent act or wilful default of any of the Indemnified Persons.
  - 4.4 Teaching Institute shall indemnify and hold Indemnified Persons harmless against injury to (including death of) any Student or Teaching Institute Clinical Instructor or loss of or damage to the property of any Student or Teaching Institute Clinical Instructor arising from or in connection with the Clinical Placement, save to the extent that such injury, death, loss or damage is directly caused by the wrongful or negligent act or default of any of the Indemnified Persons.
  - 4.5 Teaching Institute shall obtain and maintain such insurance cover as is necessary to respond to the liabilities assumed under this MOA.

## **5 CENTRE'S RESPONSIBILITIES**

- 5.1 The Centre shall work with the Teaching Institute to provide the Students with the intended clinical placement experience.
- 5.2 Sound governance must be in place to ensure that the Centre provides consistent and quality clinical training.

- 5.3 The Centre is responsible for setting up a conducive learning environment that facilitates the Student's learning and the integration of theory into clinical practice.
- 5.4 The Centre, in collaboration with the Teaching Institute, shall develop a structured clinical training programme that is in accordance with the Teaching Institute's curriculum and a system of trainee assessments.
- 5.5 Subject to the availability of resources at the Centre, the Centre shall be committed to allocating the Clinical Educators for the clinical training, as well as to ensure that these Clinical Educators are suitably qualified.
- 5.6 The Centre hereby undertakes to carry out its obligations under this MOA with a degree of care, skill and diligence which would be expected of a professional, skilled and experienced contractor engaged in providing similar services and to ensure that the highest professional, safety, security, environmental protection and industry standards are maintained and applied in the course of carrying out its obligations under this MOA.
- 5.7 If the Centre is of the opinion that any Student, Clinical Attachment Liaison Co-ordinator or Teaching Institute Clinical Instructor requires medical attention, the Centre agrees to promptly notify the Teaching Institute and provide such Student, Clinical Attachment Liaison Co-ordinator and/or Teaching Institute Clinical Instructor with such medical treatment as may be appropriate in the circumstances. The Teaching Institute undertakes and agrees to reimburse the Centre for the reasonable costs of such treatment, at the Centre's request.

## **6 CONFIDENTIALITY & DATA PROTECTION**

- 6.1 Teaching Institute and the Centre agree that one Party in receipt of Confidential Information from the other Party must not, without that other Party's prior written consent, use or disclose the other Party's Confidential Information other than (i) for the purposes of carrying out this MOA, provided any disclosure is only to persons strictly on a need-to-know basis and who are made subject to the same confidentiality requirements of this MOA or (ii) as required by law or pursuant to an order of court or any requirement of legal process, regulation or governmental or quasi-governmental order, decree, regulation or rule.
- 6.2 Confidential Information means (i) the subject and terms of this MOA and (ii) all confidential and proprietary information, including patient information (in whatever form) disclosed by one Party to the other but excludes information which:
- 6.2.1 Is already known to the Party to which it is disclosed ("Recipient Party") at the time of disclosure;

- 6.2.2** Is at the time of disclosure in the public domain or becomes part of the public domain without breach of this MOA; or
- 6.2.3** Is obtained by Recipient Party from any third party who is under no obligation to the disclosing Party to keep the information confidential.
- 6.3** The Parties further agree that they shall comply with all statutes, laws, rules, regulations and governmental directives in relation to medical confidentiality and Personal Data, including but not limited to the PDPA and its subsidiary legislation. Teaching Institute shall ensure it and its personnel (including Teaching Institute Clinical Instructors and Clinical Attachment Liaison Co-ordinators) representatives contractors employees staff and the Students shall not cause Centre to be in breach of the PDPA or their policies with data subjects.
- 6.4** In particular, with respect to the Personal Data (as defined in the PDPA) disclosed by Centre to Teaching Institute, its personnel (including Teaching Institute Clinical Instructors and Clinical Attachment Liaison Co-ordinators) representatives contractors employees staff and the Students for the purposes of this MOA hereunder, and with respect to Personal Data pertaining to Teaching Institute's personnel and Students disclosed by the Teaching Institute to Centre for the purposes of this MOA hereunder, each Party agrees and undertakes that:
- (i)** it shall only collect, use and/or disclose such Personal Data for the purposes of this MOA and for no other purpose and that such Personal Data shall not be transferred out of Singapore without the express written consent of the other Party. For the avoidance of doubt, any Party wishing to transfer such Personal Data to a country or territory outside Singapore may only do so if it has taken appropriate steps to ensure that it will comply with the PDPA while such Personal Data remains in its possession or under its control and if the Personal Data is transferred to a recipient in a country or territory outside Singapore, that the recipient is bound by legally enforceable obligations to provide a standard of protection to the Personal Data so transferred that is comparable to the protection under the PDPA;
  - (ii)** it shall ensure that all of its personnel (including Students, Teaching Institute Clinical Instructors and Clinical Attachment Liaison Co-ordinators in the case of the Teaching Institute), representatives, contractors, employees, staff accessing the Personal Data disclosed to it by the other Party for the purposes of this MOA hereunder are aware of these purposes and its obligations under the PDPA and will not handle the Personal Data in any manner exceeding those purposes or obligations under the PDPA.

## **7 INTELLECTUAL PROPERTY**

**7.1** It is acknowledged by the Parties that all information, know-how and Intellectual Property disclosed in connection with or under this MOA, shall remain the property of the disclosing Party introducing and/or disclosing the same to the other Party for the purposes of this MOA. No Party other than the Party owning them shall have any claims to or rights in such existing Intellectual Property Rights. It is hereby agreed by the Parties that use of such information, Know-how and Intellectual Property shall not be construed as a grant of any right or licence except as set forth in a separate duly executed licence agreement. For the purposes of this Clause,

- (i)** the term "Intellectual Property" means all Confidential Information, Know-how, patents (including utility models), design patents, trade mark rights, copyright, design rights, semiconductor layout rights, rights relating to computer software, and any other industrial or intellectual property rights, whether or not capable of registration, and any other form of statutory protection of any kind and applications for any of the foregoing respectively; and
- (ii)** the term "Know-how" shall mean any experience, methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information which is secret, substantial and identified or at least identifiable, that is to say, described or is able to be described in a sufficiently comprehensive manner.

**7.2** Save as aforesaid, all rights in any Inventions and/or Intellectual Property Rights and/or Know-how created and/or developed in the course of, or resulting from this MOA solely by any Party, their employees, staff, servants or agents, without any input or contribution from the other Party or without use of such Inventions and/or Intellectual Property Rights and/or Know-how disclosed or introduced to this MOA, shall be the sole and exclusive property of that Party and its disposition shall be at that Party's sole discretion.

**7.3** Ownership of intellectual property in all materials developed or provided by the Centre for the purpose of or in the course of the Clinical Placement or in connection with this MOA ("Programme Materials") shall reside in and remain with the Centre.

**7.4** Teaching Institute, Students and Teaching Institute Clinical Instructors may use Programme Materials only for the performance of this MOA.

## **8 INSURANCE**

**8.1** Teaching Institute shall not hold the Centre liable for any injury, illness, death, damage, loss, expense or cost that may be caused to the Students or Teaching Institute Clinical

Instructors during the Clinical Placement, save to the extent that such injury, death, loss or damage is directly caused by the Centre's wrongful or negligent act or default.

- 8.2 Teaching Institute shall obtain and maintain sufficient (a) public liability and professional indemnity (including medical malpractice) cover for each event insuring the Teaching Institute, Students and Teaching Institute Clinical Instructors engaged in the Clinical Placements while at the Centre; and (b) personal accident insurance for the Students and Teaching Institute Clinical Educators and (c) such other insurance cover as is necessary to cover the liabilities assumed under this MOA.

## **9 EXCLUSION OF WARRANTIES**

- 9.1 The Centre does not make any warranty with regard to the Training Programme or the Clinical Placements, or future employment opportunities to the Students, express or implied, other than any expressly made in this MOA.
- 9.2 For the avoidance of doubt, nothing herein shall be construed to impose on the Centre, any duty or obligation to ensure the satisfactory completion of the Training Programme or the clinical education or the level of clinical exposure of the Students.

## **10 TERMINATION**

- 10.1 This MOA shall be effective from the Effective Date and shall remain in force for a period of three (3) years up to 31 December 2026 unless and until terminated or extended in accordance to this clause.
- 10.2 Any Party may terminate this MOA at any time by giving not less than ninety (90) days' prior written notice to the other Party.
- 10.3 Without prejudice to such other remedies or rights of recourse it may have, any Party may terminate this MOA forthwith by notice with immediate effect:
- 10.3.1 in the event the other Party commits a breach of this MOA that is incapable of remedy;
- 10.3.2 in the event the other Party ("the Defaulting Party") commits a breach of this MOA that is capable of remedy where (i) a notice specifying the breach and requiring its remedy has been given to the Defaulting Party and (ii) the Defaulting Party has failed to remedy or cause to be remedied that breach within 14 days after such notice; or
- 10.3.3 if an order should be made or an effective resolution passed for the winding up of the other Party (except in the course of a voluntary liquidation for the purpose of reconstruction or amalgamation) or if the other Party otherwise becomes insolvent or fails to meet its liabilities as they fall due.

10.4 No termination or expiration of this MOA shall operate to discharge or relieve any Party of any obligations accrued pursuant to this MOA on or prior to the effective date of such termination or expiration.

10.5 On expiry or termination of this MOA, Teaching Institute and the Centre shall co-operate to wind up all outstanding matters. All on-going Clinical Placements shall be completed notwithstanding the expiry or termination, unless otherwise agreed between the Parties.

## **11 INDEPENDENT CONTRACTORS**

11.1 The Parties' relationship under this MOA shall be that of independent contractors. Nothing contained in or relating to this MOA shall be deemed to constitute a partnership or agency relationship between the Parties and no Party shall have any authority to act for or assume any obligation or responsibility of any kind, express or implied, on behalf of the other Party or bind or commit the other Party for any purpose in any way whatsoever.

## **12 USE OF NAME**

12.1 Teaching Institute shall not use the name, logos, trademarks or service marks of the Centre for any purpose, whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the Centre.

12.2 The Centre shall not use the name, logos, trademarks or service marks of the Teaching Institute for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of Teaching Institute.

## **13 LIMITATION OF LIABILITY**

13.1 To the fullest extent allowed by applicable law, no Party shall be liable to any other Party under any bases of liability, for any loss of revenue or profit, loss of business or business opportunity or loss of goodwill or any indirect, incidental, special or consequential loss incurred by such other Party arising out of or in connection with this MOA, even if such other Party had been advised of the possibility of such damage.

## **14 FORCE MAJEURE**

14.1 Neither Party shall be liable for any failure to perform or delay in performance of its obligations hereunder caused by an act of God, an outbreak of hostilities, riot, civil disturbance, act of terrorism, act of any government or authority, fire, explosion, flood, outbreak of an infectious disease or bad weather, strike, power failure, lock out or industrial action or other catastrophes affecting the availability of materials or labour necessary for the performance of this MOA or any Clinical Placement, and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than three (3)

months, the Party so affected may terminate the MOA and/or the Clinical Placement by serving not less than seven (7) days' notice in writing.

- 14.2 Teaching Institute acknowledges and agrees that nothing in this MOA shall oblige the Centre to act in any manner that would (a) be contrary to or adversely impact the Centre's compliance with applicable law or the directives of the relevant authorities or the Centre's duties with regard to public healthcare or (b) be against the interest and welfare of its patients.

## **15 NOTICES**

- 15.1 Any notice or other communication required to be served under this MOA shall be in writing and addressed to the registered office of the intended recipient or to such other address as may have been notified to the sender and may be sent in person or by registered post or courier.

## **16 NO ASSIGNMENT**

- 16.1 The rights and obligations arising out of this MOA shall not be assignable or transferable by any Party without the prior written consent of the other Party.

## **17 ENTIRE MOA**

- 17.1 This MOA constitutes the entire agreement of the Parties with respect to the subject matter hereof. No purported variation of this MOA shall be effective unless made in writing and signed by both Parties.

- 17.2 The Schedules to this MOA form part of and shall be deemed to be incorporated in this MOA. Each of the Schedules to this MOA may be amended as and when agreed between Teaching Institute and the Centre by stating the date of cancellation thereon, and adding to this MOA the substitute Schedule signed by Teaching Institute and the Centre. Each substitute Schedule shall be effective as at the date stipulated therein.

## **18 SURVIVAL**

- 18.1 The provisions of this MOA that are contemplated to be enforceable after the termination or expiry of this MOA shall survive the termination or expiry of this MOA.

## **19 GOVERNING LAW AND ARBITRATION**

- 19.1 This MOA shall be governed by and construed in accordance with the laws of Singapore.
- 19.2 All disputes, controversies, or differences arising out of or in connection with this MOA shall first be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedure for the time being in force. The Teaching

Institute and the other Party or Parties to the dispute agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

19.3 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

19.4 Nothing in this Clause shall affect a Party's right to seek an immediate remedy of an injunction, specific performance or similar court order to enforce the defaulting Party's obligations.

## **20 SEVERABILITY**

20.1 If any provision of this MOA is held by any court or other competent authority to be void or unenforceable in whole or part, this MOA shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

## **21 WAIVER**

21.1 The failure by any Party at any time to enforce any provision of this MOA shall not be construed as a waiver of such provision or any other provision thereof. A waiver shall not be effective unless it is in writing.

## **22 COUNTERPARTS**

22.1 This MOA may be executed in one (1) or more counterparts by the duly authorised representatives of the Parties thereto, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same MOA provided that this MOA shall be of no force and effect until the counterparts are exchanged.

## **23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

23.1 A person who is not a party to this MOA shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this MOA.

**IN WITNESS WHEREOF** this MOA has been entered into on the date stated at the beginning.

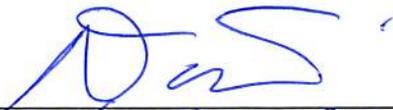
Signed by  
Assoc. Prof. Voravuth Somsak  
Designation for and on behalf of  
**Walailak University**  
acting through its  
School of Allied Health Sciences  
in the presence of



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Name: Assoc. Prof. Voravuth Somsak  
Designation: Dean School of Allied Health Sciences

in the presence of



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Name: *Asst. Prof. Surijan Sukati*  
Designation: *Program Director of Medical Technology  
(International Program)*

Signed by  
Prof Ng Wai Hoe  
Chief Executive Officer  
for and on behalf of  
**Changi General Hospital Pte Ltd**  
in the presence of



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Name: Prof Ng Wai Hoe  
Designation: Chief Executive Officer

in the presence of



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Name: Ms Lim Lee Nor  
Designation: Chief Financial Officer

**SCHEDULE A**  
**Training Programme**

Dates	Signatures	
	Teaching Institute	Centre
Effective Date <b>(01/01/2024)</b>	<b>Assoc. Prof. Voravuth Somsak</b> Name  <b>Dean School of Allied Health Sciences</b> Designation	<b>Prof Ng Wai Hoe</b> Name  <b>Chief Executive Officer</b> Designation
Cancellation Date	Name:  Designation:	Name:  Designation:

1. Subject to the Centre's availability of resources, the Centre shall provide the Clinical Placements.
2. Subject to availability and without compromising the care of patients, the Training Programme shall include:
  - (a) observation of clinical laboratory procedures in various laboratories;
  - (b) Opportunities to practice and perform hands-on laboratory procedures; and
  - (c) Opportunities to assist and perform laboratory procedures appropriate to the Students' level of training, and obtain guidance of the Centre's qualified clinical personnel.
3. Teaching Institute shall, in consultation with the Centre, determine the:-
  - (a) Frequency of the provision of Clinical Placements for the term of the MOA;
  - (b) Duration of the Clinical Placements;
  - (c) Number of Students to be trained each year; and
  - (d) All other details of Training Programme including the scope of training.

## SCHEDULE B

### Parties' Role and Responsibilities

Dates	Signatures	
	Teaching Institute	Centre
Effective Date <b>(01/01/2024)</b>	Assoc. Prof. Voravuth Somsak Name  Dean School of Allied Health Sciences Designation	Prof Ng Wai Hoe Name  Chief Executive Officer Designation
Cancellation Date	Name:  Designation:	Name:  Designation:

### The Centre's Role & Responsibilities

1. The Centre shall: -
  - (a) Appoint an authorised representative to represent the Centre in all matters pertaining to its role and responsibilities in accordance with the terms of this MOA;
  - (b) Appoint staff to be Clinical Educators to train and supervise the Students;
  - (c) Orientate the Students to the Centre's departments, teaching & learning areas or amenities and assign appropriate staff, as necessary;
  - (d) Complete the Students' clinical assessment forms provided by Teaching Institute at the end of the Clinical Placement; and
  - (e) Provide Students and Teaching Institute's Clinical Instructors the use of and access to the venue and other logistical resources at the Centre's departments;
  
2. The supervision, education and training of Students shall be subject to the proper management control and treatment by the Centre of its patients.

## **Teaching Institute's Role & Responsibilities**

1. Teaching Institute shall:
  - (a) Submit to the Centre a written request for the Clinical Placements at least four (4) months before the commencement of the required Clinical Placements giving the number, duration, staff/Student ratio, scope of supervision and programme details (including learning goals and objectives and required assessment) of the Clinical Placements required. Any subsequent amendments would be subject to mutual agreement by the Parties. The Clinical Educator/Student ratio, frequency of visits and scope of supervision varies among the Courses and shall be mutually agreed between the Parties.
  - (b) Ensure that all Students selected for Clinical Placement promptly:
    - (i) execute and return any documentation that the Centre may require execution; and
    - (ii) undergo any other trainings required by Centre in connection with the Clinical Placement.
  
2. Teaching Institute shall:
  - (a) Appoint an authorised representative to represent Teaching Institute in all matters pertaining to its role and responsibilities in accordance with the terms of this MOA;
  - (b) Appoint and provide sufficient Teaching Institute Clinical Instructors to supervise the Students on Clinical Placement. Teaching Institute Clinical Instructors shall support the Clinical Educators in guiding the Students before and during the Clinical Placements, and assist with administrative work in relation to the organisation and running of the Training Programme. Teaching Institute Clinical Instructors shall facilitate student learning appropriate to the level of the Student, including arranging for tutorial sessions/observations of Students during Clinical Placement, whenever necessary. Teaching Institute Clinical Instructors shall also evaluate and monitor student performance and provide feedback to Students about their performance in conjunction with the Clinical Educators, and act as liaisons between the Centre, Students and Teaching Institute Clinical Coordinators;
  - (c) Be responsible for the Student selection for Clinical Placements, guidance, counselling and discontinuation of unsatisfactory Students and ensure that selected Students meet the level of competency required for the Clinical Placement;
  - (d) Be responsible for the orderly and controlled behaviour of Students on the Centre's premises and shall discipline Students as and when necessary;
  - (e) Ensure that Students and Teaching Institute staff abide by the Centre's instructions, protocols, policies, guidelines, procedures, rules, regulations and by-laws in effect during the term of this MOA; and
  - (f) Procure a written undertaking from each of the Teaching Institute staff and Students aged 18 years and above, who shall have access to the Centre's patient information and data, to maintain the same as confidential. As for those Students

who are minors aged below 18 years, Teaching Institute shall procure such written undertaking from their parents or legal guardians and procure that such Students attend a class on confidentiality obligations so that they understand the obligations that arise when confidential information is disclosed to them.

3. Teaching Institute shall, in the planning and implementation of clinical education, abide with the required standards of education of the respective professional registration boards or governing bodies.