



**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT (the "Amendment") is effective as of the 2nd day of January, 2024 (the "Amendment Effective Date") by and between **Nuvance Health**, a not-for-profit corporation organized under the laws of the State of New York ("Nuvance Health"), and **Walailak University** ("WU") (each of Nuvance Health and WU are referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, Western Connecticut Health Network, Inc. ("WCHN") and WU entered into that certain Memorandum of Understanding dated as of January 2, 2019 (the "MOU") pursuant to which WCHN and WU agreed to collaborate in developing educational programs in the context of global health as set forth in the MOU;

WHEREAS, following the affiliation of WCHN and Health Quest Systems, Inc., on April 1, 2019, which created Nuvance Health and the subsequent expansion of Nuvance Health's Global Health Program to cover all affiliates under the Nuvance Health umbrella, WCHN desires to assign to Nuvance Health the Agreement and all of WCHN's rights, duties and obligations under and pursuant to the Agreement;

WHEREAS, WU consents and agrees to the assignment of the Agreement by WCHN to Nuvance Health, and the assumption of the Agreement by Nuvance Health; and

WHEREAS, the Parties desire to amend certain terms of the MOU as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Term. The term of the MOU (as defined on the date when all parties' representatives signed) is extended through and including March 4, 2029.
2. Assignment from WCHN to Nuvance Health. Effective as of the Amendment Effective Date, the Agreement and all WCHN's rights, duties and obligations under and pursuant to the Agreement are assigned to Nuvance Health, and WU consents and agrees to such assignment, and the assumption of the Agreement by Nuvance Health.

Handwritten signature or mark in blue ink, possibly including the word "Lynch" and a flourish below it.

3. Notices. Notices for Nuvance Health shall be sent to 100 Reserve Road, Danbury, CT 06810, Attn: Director, Nuvance Health Global Health Program, with a copy to the same address, Attn: Chief Legal Officer.
4. Ratification of Agreement. Except as specifically modified in this Amendment, the MOU shall be and remain in full force and effect and is hereby ratified by the parties. To the extent that this Amendment conflicts with any of the provisions of the MOU, this Amendment shall control and supersede the MOU with respect to the subject matter hereof.
5. Entire Agreement. This Amendment constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations and understandings with respect to the subject matter hereof.
6. Counterparts. This Amendment may be executed in more than one counterpart, each of which is an original and all of which, together, constitute one and the same instrument. Once this Amendment has been executed (including via DocuSign or other electronic signature) and delivered (including by means of signature pages exchanged by facsimile or other electronic means such as a PDF via email) by both parties, this Amendment will be effective and binding, and a complete facsimile or electronic copy will be treated the same as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the dates set forth below, effective as of the day and year first written above.

NUVANCE HEALTH

Name: Dereck DeLeon, M.D.

Title: Chief Academic Officer

Date: _____

WALAILAK UNIVERSITY

Name: Prof. Dr. Sombat Thamrongthanyawong

Title: President-designate

S. Thamrong

Date: 19 Feb 2024

