

Memorandum of Understanding and Cooperation

between

Centro Académico de Medicina de Lisboa, Portugal,
(Lisbon Academic Medical Centre)

and

Maastricht University Medical Center+
(Maastricht UMC+)

December 20th, 2014

Memorandum of Understanding and Cooperation

Centro Académico de Medicina de Lisboa (Lisbon Academic Medical Centre, also CAML) is a consortium involving Centro Hospitalar de Lisboa Norte, E.P.E. (CHLN) (North Lisbon Hospital Centre), Faculdade de Medicina da Universidade de Lisboa (FMUL) (Faculty of Medicine of the University of Lisbon) and Instituto de Medicina Molecular (IMM) (Institute of Molecular Medicine), created by Joint Ordinance no. 1371/2009, of 27 October, published in the Official Gazette (DR - Diário da República), 1st series, no. 208, of 27 October 2009, issued by the Portuguese Ministries of Health and Science, Technology and Higher Education;

Maastricht University Medical Center+ (Maastricht UMC+), with head office in Maastricht (6229 HX), The Netherlands, to the Peter Debye laan 25, and specifically its Cardiovascular Center, is a public health entity with high activity, performance and quality levels, widely recognised for its competence for the development of academic education/training and research programmes;

Whereas Lisbon Academic Medical Centre has the purpose of developing international cooperation for research and advanced training in biomedicine and clinical medicine, as well as of reinforcing international cooperation and its own participation in joint programmes along with other institutions;

Whereas Maastricht UMC+, as an academic medical center, carries out topreferral and topclinical care for an important part of Southern Netherlands and, in close relationship with this, implementation of clinical education and scientific research takes place, in cooperation with the University of Maastricht, Faculty of Health, Medicine and Life Sciences (FHML);

Whereas it is the intention of both the Governing Board of CAML and the Executive Board of Maastricht UMC+ to promote the strengthening of cooperation relationships and programs in the area of Health;

In view of all the above, this Memorandum of Understanding and Cooperation is hereby freely and in good faith signed by the following signatories:

Lisbon Academic Medical Centre, with head office in Lisbon, Portugal, hereinafter referred to as CAML, represented in this act by Dr. Carlos José das Neves Martins, Chairman of the Governing Board,
and,

Maastricht University Medical Center+, hereinafter referred to as Maastricht UMC+ (or MUMC+), with head office in Maastricht (6229 HX), The Netherlands, to the P. Debyelaan 25, represented in this act by its CEO and President, Guy Peeters MD,

which is governed by the following Clauses:

Clause One: Purpose

This Memorandum of Understanding and Cooperation has the purpose of establishing cooperation activities in the area of Health, with a greater focus on cardiovascular diseases.

Clause Two: Scope

1- The parties hereby agree to cooperate within the following areas:

- a) Technical, medical and surgical cooperation;
- b) Documentation and information;
- c) Training and specialisation;

- d) Research; and
- e) Innovation and information technologies

2- Additionally to the areas mentioned in the previous number, other activities may be developed within the area of Health Sciences upon prior agreement between the signatories.

3- The areas referred to in the previous numbers shall be covered by specific partial agreements signed with the founding institutions of CAML, in line with the provisions of Clause Seven, all of which will form part of this Memorandum as Annexes; the terms and conditions pertaining to those agreements must be discussed and agreed between the parties involved.

Clause Three: Technical Cooperation

Within the scope of technical cooperation, the signatories undertake to support each other in the carrying out of projects, namely, exchange programmes for health practitioners, with a view to exchange experience and expertise and to jointly develop new common initiatives.

Clause Four: Documentation and Information

Regarding documentation and information, both institutions undertake to share documentation and information which is of mutual interest. It is understood and agreed to that Parties, each discloser of confidential information, may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under Dutch laws, it is agreed that:

- 1- The Confidential Information to be disclosed can be described as and includes: medical data, personal information of a patient, finances and financial projections, current or future business information, regardless of whether such

information is designated as "Confidential Information" at the time of its disclosure.

2- The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.

3- This Memorandum states the entire agreement between the Parties concerning the disclosure of Confidential Information. Any addition or modification to this Memorandum must be made in writing and signed by the parties.

4- If any of the provisions of this Memorandum are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Memorandum as a whole.

Clause Five: Training and Specialisation

1- Within the area of training and specialisation, the institutions involved undertake to encourage, whenever possible, their health practitioners to take part in training events, specialisation courses or postgraduate activities, as long as it is of common interest and provided that the associated legal and regulatory requirements have been complied with.

2- In line with the provisions of number 1, the activities to be carried out will be based on specific programmes to be prepared by the institutions involved, and the following is hereby agreed:

- a) Concerning health practitioners training, collaboration will be provided by offering hospital internships in areas considered by the parties;
- b) Regarding the specific training of medical practitioners from the signatory entities, collaboration may take place under different models, according to the officially approved training programmes:

- i) Short-term internships for improvement and/or updating purposes, particularly, monographic courses, practical internships and others, in the clinical specialties covered by this Memorandum;
- ii) Participation in specialist training, according to the programmes established for this postgraduate training area, particularly in the forms referred to in paragraph i) to be carried out according to a case-by-case defined programme, following the appropriate training curriculum structure;
- iii) Creation of specific conditions for shared participation of practitioners from the two entities in the advanced training programmes (Masters and Doctorates).

Clause Six: Research

In the area of research, both signatory entities offer to develop common clinical and translational research initiatives.

Clause Seven: Rules of Procedure

1- In line with the provisions of Clause Two, the terms of each cooperation event shall be settled by means of a prior agreement between both institutions, formalised as a set of documents signed by the parties, if both of them agree that such is necessary and justified; the following information shall be included in the documents:

- a) The nature of the services where the event takes place;
- b) The human resources involved;
- c) The time length and the respective time schedule, when justified; and,
- d) The expenses to be met by each institution.

2- Regarding postgraduate events, the parties shall take into account the curricular requirements of both countries, and will give priority to short and medium term events.

Clause Eight: Commencement and Validity

1- This Memorandum is valid for a 3 (three) year period, counting from the date when it is signed, and will be automatically renewed for an equivalent period and under the same conditions.

2- At any convenient time and upon mutual agreement, the signatories or the respective representatives of the institutions may amend the clauses of, or terminate, this Memorandum, in which case all the partial agreements signed and their respective annexes will immediately cease to be valid;

3- The unilateral termination of this Memorandum, in total or in part, requires a written notice to be given by the terminating party to the other party, at least 6 (six) months before the termination date.

4- Except for any special conditions, the termination must not affect the normal development of any training events taking place at the time.

This Memorandum will be signed in two copies written in English and with the same content and one copy will be given to each signatory party.

Portugal, Lisbon, 20 December 2014

On behalf of

Lisbon Academic Medical Centre



Dr. Carlos Neves Martins

Chairman of the Governing Board

On behalf of

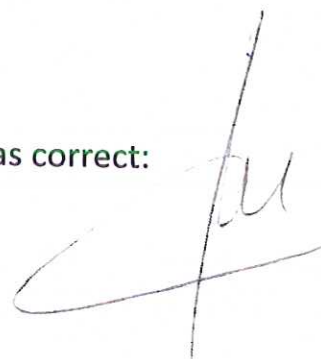
Maastricht University Medical Center+,



Guy Peeters MD

CEO and President

Signed as correct:



Professor Michael Jacobs

Head of the cardiovascular Center

Maastricht UMC+