

**MEMORANDUM OF COLLABORATIVE EFFORTS
BETWEEN
KYUSHU UNIVERSITY, FUKUOKA, KYUSHU JAPAN
AND
CLINICA ALEMANA DE SANTIAGO S.A. SANTIAGO, CHILE.**

This Memorandum of Collaborative Efforts ("**Memorandum**"), dated as of June 3rd, 2018, is made by and between Kyushu University through the International Medical Department ("**Kyushu**"), having principal place of business at Maidashi 3-1-1, Higashi-ku, Fukuoka; and the Clinica Alemana de Santiago ("**CAS**"), having principal place of business at Av. Vitacura 5951, Vitacura, Santiago. Both parties agree in the following:

Purpose

CAS and Kyushu, seek additional education, training, and potential research opportunities for their respective Gastroenterology Departments and have decided that it would be beneficial to enter into this Memorandum for the purpose of setting forth their mutual expectations relating to such purpose.

Potential Areas of Collaboration

I. Education and Training

Kyushu may, in its sole discretion, provide observational-only training and/or educational opportunities for certain physicians and certain non-physicians employed by CAS ("**Training**"). Such Training shall be conducted in accordance with applicable law, rules, regulations, or other binding legal authorities; all standards, guidelines or other requirements of licensing or accrediting bodies; and all bylaws, rules, regulations, programs, policies, procedures, codes of conduct, protocols and other requirements of Kyushu (as any of the foregoing may be amended from time to time).

CAS may, in its sole discretion, provide teaching opportunities for certain Kyushu faculty members in the Department of Gastrointestinal Endoscopy. Such teaching opportunities shall be conducted in accordance with applicable law, rules, and regulations.

II. Research

Each party may provide opportunities for the other party to participate in certain gastroenterology clinical research initiatives and possible clinical trial participation. Kyushu acknowledges that CAS has particular interest in GI Endoscopy & Digestive cancers advances. CAS is developing an advanced GI Endoscopy treatment for early cancers. (Endoscopic submucosal dissection, and interventional endoscopy) as well as new approaches to early diagnosis of gastric, hepatic and colonic cancer, which are of its utmost interest to build bonds with established endoscopy in Kyushu. Extra interest is in the field of telemedicine, in which Kyushu has an enormous experience and network throughout the world.

The parties acknowledge and agree that the execution of this Memorandum does not ensure CAS participation in any Kyushu clinical research initiatives or clinical trials and that any research collaboration must be conducted in accordance with applicable law, rules, regulations, policies, procedures, protocols, or other requirements of Kyushu (as may be amended from time to time).

III. Funding

CAS, in its sole discretion, may allocate financial support for visiting Kyushu faculty to teach at CAS. Such financial support may include coach airplane tickets, hotel accommodations and local ground transportation. CAS acknowledges and agrees that it shall bear its own expenses with respect to its physicians and/or non-physicians participating in any Training at Kyushu.

IV. Term

This Memorandum will commence on the Effective Date and continue for a period of three (3) years. This Memorandum may be renewed following this term for an additional three (3) years with the written consent of both parties. This Memorandum may not be modified except by a written instrument signed by both parties and may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, the parties will cooperate and use their best efforts to allow Training opportunities already in progress to be completed.

V. Compliance with All Laws

Each party agrees to comply with all applicable laws, statutes, rules, regulations, and accreditation standards, including without limitation applicable local and international anti-bribery and anti-corruption laws.

VI. Use of Name

Neither party may, without the prior consent of the other party, use in advertising, publicity, or otherwise, the name, trade names, trademarks, service marks, logos, symbols, names of any faculty or staff, or likeness of the other party.

VII. Coordination

Any notices or other communication required or permitted under this Memorandum shall be in writing and will be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid; (c) sent shipping prepaid by national courier service to the contact persons listed below:

FUKUOKA

Contact person: **Shuji Shimizu MD.**

Chairman and Professor

Department of International Medical Department

Director

Telemedicine Development Center of Asia, Kyushu University
Hospital

Email: shimizu@surg1.med.kyushu-u.ac.jp

Tel: +81-92-642-5014

Fax: +81-92-642-5983

Mailing Address: 3-1-1 Maidashi, Higashi-ku, Fukuoka 812-8582,
Japan

With copy to: **Tomohiko Moriyama MD.**
Associate Professor
Department of International Medical Department
Vice Director
Telemedicine Development Center of Asia, Kyushu University
Hospital
Email: morimori@intmed2.med.kyushu-u.ac.jp
Tel: +81-92-642-5014
Fax: +81-92-642-5087
Mailing Address: Maidashi 3-1-1, Higashi-ku, Fukuoka 812-8582,
Japan

CAS

Contact person: **Roque Sáenz MD, FACP, FASGE**
Academic Division Director – Gastroenterology UNIT
Email: rsaenz@alemana.cl
Tel: +56-2-2910-3318
Fax: +56-2-2210-1400
Mailing Address: Vitacura 5951, Vitacura, Santiago, Chile

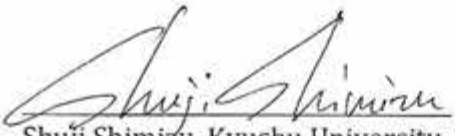
With copy to: **Pablo Cortés MD**
President – Chilean Society of Gastroenterology
Fukuoka/CAS Collaborative Effort's Official Charged Person
Email: pcortesg@alemana.cl
Tel: +56-2-2342-5004
Fax: +56-2-2210-1400
Mailing Address: Vitacura 5951, Vitacura, Santiago, Chile

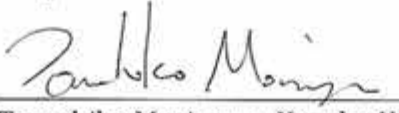
The parties may at any time change the contact persons listed above, simply by providing written notice at least ten (10) calendar days prior to the date on which the change becomes effective.

VIII. Representation

Those appearing declare to have the ability to enter into this Memorandum on behalf of each party

KYUSHU UNIVERSITY THROUGH ITS SCHOOL OF MEDICINE

BY:  DATE: June 3, 2018
Shuji Shimizu, Kyushu University, Fukuoka, Japan
Professor of International Medical Department at Kyushu University
Hospital

 DATE: Jun 3, 2018
Tomohiko Moriyama, Kyushu University, Fukuoka, Japan
Associate Professor of International Medical Department at Kyushu
University Hospital

CLINICA ALEMANA DE SANTIAGO S.A.

BY:




DATE: Agosto, 30, 2018

Bernd Oberpaur, MD

Medical Director Clinica Alemana de Santiago

BY:



DATE: Agosto, 30, 2018

Marie Paule Ithurbisquy Laporte

Chief Executive Officer Clinica Alemana de Santiago

Dr. Shuji Shimizu, M.D. Ph.D. Profile

- **Surgeon**, endoscopic surgery, ("keyhole operation")
- **Telemedicine** program started. Korea-Japan 2002
- Wide-spread now in Asia-Pacific regions
- Extending into Europe and USA
- Chairman and Professor of International Medical Department
- Director of Telemedicine Development Center of Asia at Kyushu University Hospital, Fukuoka, Japan.
- Chairperson of Medical Working Group of Asian Pacific Advanced Network (APAN)
- Chairman of Telemedicine to connect Worldwide Centers of Continuous Medical Education.