



## **Memorandum of Understanding**

between the

**European Federation of Organisations for Medical Physics (EFOMP)**

and

**The Asia–Oceania Federation of Organizations for Medical Physics (AFOMP)**

This Memorandum of Understanding (MoU) is effective as of the last date of signature (the “Effective Date”) and is entered into between:

**EUROPEAN FEDERATION OF ORGANISATIONS FOR MEDICAL PHYSICS**, having its registered offices Domus Medica, Mercatorlaan 1200, Utrecht, NL Mailing address: P.O. box 8003, 3503 RA Utrecht, NL (hereinafter “**EFOMP**”),

and

**THE ASIA–OCEANIA FEDERATION OF ORGANIZATIONS FOR MEDICAL PHYSICS**, having its financial address at King Chulalongkorn Memorial Hospital 1873 Rama IV Rd, Pathum Wan, Pathum Wan District, Bangkok 10330, Thailand (hereinafter “**AFOMP**”).

### **BACKGROUND**

It is recognized that Medical Physics as a profession has become a global enterprise, and that on some issues the worldwide medical physics community should collaborate. Increasing scientific interactions and strategic relationships between the **European Federation of Organizations for Medical Physics (EFOMP)** and the **Asia-Oceania Federation of Organizations for Medical Physics (AFOMP)** is in the interest of both groups, as well as the worldwide medical physics community. This memorandum of understanding (MoU) seeks to establish these relationships, and to identify issues where collaboration between the EFOMP and AFOMP would be most synergistic.

In consideration of the collaboration between the parties, it is hereby agreed as follows:

## **1. Definitions**

In this Memorandum of Understanding:

**Confidential Information** means information that:

- (i) is by its nature confidential;
- (ii) is designated as or treated by a disclosing party as confidential; or
- (iii) which a party knows, or ought reasonably to know, is confidential

but does not include any information which is or becomes public knowledge (other than as a result of a breach of this Memorandum of Understanding or of any other confidentiality obligation), or that has been derived independently by the party receiving such information, or that is already known by or otherwise already in the possession of the party receiving such information, or is obtained from third parties without confidentiality obligations to the parties to this Memorandum of Understanding.

**Collaborative Agreement** means an agreement that may be entered into between the parties for a particular project.

**Intellectual Property** or **Intellectual Property Rights** means any copyright, trademark, trade secret, service mark, design, drawing, patent, know-how, secret process, circuit layouts, and other similar proprietary rights and the rights to the registration of those rights.

## **2. Purpose and Scope**

- I. To strengthen collaboration in areas of common interest
- II. To expand partnership between the two Federations

## **3. Areas of Collaboration**

The areas of collaboration between the EFOMP and the AFOMP could include, but are not limited to, the following initiatives:

### **3.1. Education/Training**

The chairperson of the EFOMP 'Education and Training Committee' and the chairperson of the AFOMP 'Education and Training Committee' shall liaise on relevant matters of mutual interest to the two organisations.

### **3.2. Scientific Matters**

The chairperson of the EFOMP 'Science Committee' and the chairperson of the AFOMP 'Science Committee' shall liaise on relevant matters of mutual interest to the two organisations.

### **3.3. Professional Matters**

The chairperson of the EFOMP 'Professional Matters Committee' and the chairperson of the AFOMP 'Professional Relations Committee' shall liaise on relevant matters of mutual interest.

### **3.4. Communication and Media**

EFOMP and AFOMP will mutually promote each other's educational and scientific activities as far as allowed by the societies' rules. The chairperson of the EFOMP 'Communication and Publications Committee' and the chairperson of the AFOMP 'Newsletter and website Committee' shall liaise on relevant matters of mutual interest.

### **3.5. Research Projects**

EFOMP and AFOMP shall liaise on relevant research projects of mutual interest to the two organisations.

### **3.6. International Day of Radiology and International Day of Medical Physics**

EFOMP and AFOMP will collaborate for the International Day of Medical Physics events.

### **3.7. Conferences**

On occasion, it would be useful for elected officers of AFOMP to visit the EFOMP congress to gain better understanding of EFOMP operation. Likewise, on occasion, it would be appropriate for elected officers of EFOMP to visit the scientific meetings of the AFOMP to better understand activities in the Asia-Oceania region. AFOMP and EFOMP should promote each other's conferences to members, with mutual membership rates for registration.

### **3.8. Meetings**

A business meeting will be held based on the agreement between the two societies if and when this is required.

### **3.9. General**

For topics of mutual interest specific working groups may be formed. Its members will be appointed by the EFOMP and AFOMP leaderships. Any agreed final documents will be disseminated amongst the relevant members of each organization after prior approval by both leaderships.

## **4. Collaborative Agreements**

If the parties agree to collaborate in a project, the parties may decide to negotiate in a timely manner and in good faith a Collaborative Agreement outlining the detailed arrangements for that project, including the roles and responsibilities, financial arrangements, Intellectual Property Rights, specific publication arrangements (if any), insurance requirements, general schedule of work, and dispute resolution arrangements. In case of any discrepancies between the terms of this Memorandum of Understanding and the terms of any Collaborative Agreement, if any, the terms of the Collaborative Agreement shall prevail, unless otherwise expressly agreed in the Collaborative Agreement.

## **5. Liability and Insurance**

(a) Unless agreed to otherwise, each party shall assume liability for its acts or omissions and those of its directors, officers, agents, employees or students, arising out of or as a result of or in connection with its conduct under this Memorandum of Understanding, and agrees to indemnify, defend, and hold the other party harmless from any such liability, and each agrees to maintain reasonable insurance coverage for such liabilities.

(b) Neither party shall be liable to the other party for punitive damages, indirect, exemplary or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

## **6. Intellectual Property Rights**

(a) Nothing in this Memorandum of Understanding transfers any right, title or interest in or to the Intellectual Property Rights of one party to the other party.

(b) Nothing in this Memorandum of Understanding affects the intellectual property arrangements entered into under a Collaborative Agreement by the parties.

(c) The parties may agree to negotiate in good faith a separate agreement or agreements to govern their respective Intellectual Property Rights to research projects and inventions resulting from such projects.

## **7. Confidential Information**

(a) For the duration of this Memorandum of Understanding as well as for a period of 5 years from the date of its termination, each party agrees to:

- (i) maintain the confidentiality of any and all Confidential Information received from the other party under this Memorandum of Understanding;
- (ii) not use the other party's Confidential Information except as required in the performance of its duties under this Memorandum of Understanding;
- (iii) not disclose the other party's Confidential Information to any other person other than personnel or advisers who have a need to know within its organization or, or if to third parties, without appropriate confidentiality agreements being signed on terms no less stringent than set out herein.

(b) The above provisions of confidentiality shall not apply to that part of the Confidential Information which is required to be disclosed for compliance with applicable law, by any regulatory authority, or by a court or other authority of competent jurisdiction, to comply with insurance requirements, or to obtain legal advice, in which circumstance the party required to make the disclosure must inform the other party as soon as reasonably practical and if possible, prior to disclosure, and use reasonable endeavours to limit the terms of that disclosure as reasonably requested.

## **8. Relationship between the parties**

### **8.1 Independence retained**

Each party will remain an independent organization and will continue to have responsibility for the formulation of its own independent objectives, research priorities, the generation of income from contract research and the conduct of its affairs generally. Nothing in this Memorandum of Understanding will limit the rights of a party to act independently in relation to its affairs including, without limitation, public representation and advocacy for research activities and research support.

### **8.2 No effect on legal status**

Nothing in this Memorandum of Understanding will affect the legal status, corporate powers or governance structure of a party in any way.

### **8.3 No agency or partnership**

Nothing contained or implied in this Memorandum of Understanding constitutes a party to be the partner, agent, or legal representative of the other party for any purpose, or creates any partnership, agency or trust, and a party has no authority to bind the other in any way.

## **9. Term and termination**

### **9.1 Term**

This Memorandum of Understanding when duly executed by both parties shall be effective on the Effective Date and shall continue in effect for a period five (5) years unless earlier terminated. This Memorandum of Understanding may not be varied or modified unless in writing executed in the same way as this Memorandum of Understanding.

### **9.2 Termination**

A party may terminate this Memorandum of Understanding by giving 6 months' notice in writing to the other party.

### **9.3 Consequences of termination**

(a) At the end of the term of this Memorandum of Understanding or the date of termination if earlier terminated, each party must return to the other any of the other party's Confidential Information within its possession and control, and any items owned by the other party (including any access or operating devices), within 30 days following the date of termination. Notwithstanding the foregoing, each party is permitted to retain one copy of the other party's Confidential Information in its legal files to monitor its compliance with the confidentiality provisions of this Memorandum of Understanding.

(b) In the event of the early termination of this Memorandum of Understanding, unless the parties agree otherwise, and/or subject to the terms of an applicable Collaborative Agreement, each party must ensure that any project already approved, or which has already started will continue in the spirit of collaboration until such time as the project is complete or over a period agreed between the parties in accordance with good medical practice.

## **10. General**

### **Assignment**

Neither party may assign any of its rights or obligations under this Memorandum of Understanding without the other party's prior written consent.

### **All things necessary**

The parties agree to:

- a) do all things necessary to give effect to this Memorandum of Understanding; and,
- b) refrain from doing anything that might hinder the performance of this Memorandum of Understanding.

### **Non-exclusivity**

The parties are not entering into this Memorandum of Understanding on an exclusive basis, and this Memorandum of Understanding will not preclude the parties from engaging in activities similar to those set out in this Memorandum of Understanding either by themselves or with third parties.

**AGREED** by the parties through their duly authorized representatives:

**On behalf of AFOMP**

*Arun Chougule*

---

Name: **Arun Chougule**  
Title: President

Date: 02/04/2022

**On behalf of EFOMP**



---

Name: **Paddy Gilligan**  
Title: President

Date: 02/04/2022