



부산대학교병원

MEMORANDUM

of Understanding in the organization and implementation of the Digital Healthcare Solution and cooperation in the Scientific, Technological and Industrial Innovation Activities in the Kyrgyz Republic

This Memorandum of Understanding (the "MOU") is entered into this 11th day of January, 2018 by and among:

Pusan National University Hospital (PNUH), an organization duly organized and existing under the laws of the Republic of Korea, with its principal place of business at 179 Gudeok-ro, Seo-gu, Busan, Korea (hereinafter referred to as "Party A"),

Busan Technopark, an organization duly organized and existing under the laws of the Republic of Korea, with its principal place of business at 31, Gwahaksandan 1-ro 60beon-gil, Gangseo-gu, Busan, Korea (hereinafter referred to as "Party B"),

IRM, a company duly organized and existing under the laws of the Republic of Korea, with its principal place of business at 4F-D, Myung-Woo Bldg.169, Yeoksam-ro, Gangnam-gu Seoul, Korea (hereinafter referred to as "Party C"),

National Surgical Center (NSC), organized and existing under the laws of the Kyrgyz Republic, with its principal place of business at 25, 3d Line str., Bishkek, Kyrgyz Republic (hereinafter referred to as "Party D"), and

Ministry of Health of the Kyrgyz Republic, organized and existing under the laws of the Kyrgyz Republic, with its principal place of business at 148 Moscow Street, Bishkek, Kyrgyz Republic (hereinafter referred to as "Party E"),

and collectively referred as the "Parties".

Article 1. Subject of the Memorandum

Based on the principles of mutual benefit, respect and support, the Parties have agreed to combine their efforts for the organization and implementation of the Digital Healthcare Solution and cooperation in the Scientific, Technological and Industrial Innovation Activities in the Kyrgyz Republic.

In addition to the implementation of the abovementioned project, the Parties have agreed to input all possible efforts and resources for development of cooperation in scientific, technological and industrial innovation activities.

Article 2. General Provisions

The Parties shall agree to develop cooperation and mutual assistance in the following directions:

joint participation in the organization and implementation of the Digital Healthcare Solution and cooperation in the Scientific, Technological and Industrial Innovation Activities in the Kyrgyz Republic,

joint participation in both domestic and international calls for proposals and tenders for research and innovation activities,

joint participation in international scientific conferences and co-authoring of scientific articles for publication in renowned, specialized international journals, such as Scopus and Thomson Reuters.

Article 3. Forms of Cooperation

Contributions of the Parties in joint activities in the framework of the MOU will be as follows:

Party A, Party B and Party C,

according to international agreements in science and innovation fields and the laws of the Republic of Korea, undertakes to do the following:

-Providing innovative technologies and scientific and technical solutions for the successful implementation of the project;

-Assisting in the promotion of domestic and international investment and financing for the Project;

- Recruiting researchers, process engineers and other professionals needed for joint research and innovation and promotional activities;
- Providing scientific laboratories for the application of innovative technologies and additional research;
- Developing and optimizing digital healthcare systems applicable to the Kyrgyz Republic;
- Defining and implementing the most suitable form of digital healthcare systems;
- Co-developing and promoting the most practical use of medical equipment and technological resources for the implementation of digital healthcare systems;
- Cooperating in the development of medical consulting and health information structure for digital healthcare systems;
- Providing training for implementation, operation and management of digital healthcare systems;
- Sharing advanced experiences and technology transfer in the area of digital healthcare;
- Providing E-Health and telemedicine services, diagnostic services, training for health professionals in digital healthcare and related services, and other common areas of interest decided by mutual agreements among the Parties.

Party D and Party E,

in accordance to the current legislation in science and innovation, and other normative acts of the Kyrgyz Republic, makes the following commitments:

- Training of personnel and preparation of pilot testing (testing and adaptation) of medical equipment in university hospitals and laboratories;
- Publication of articles on the results of R&D in top scientific journals;
- Provision of joint research and innovation activities;
- Provision of consulting, legal, financial, economic, translation and other services, necessary for the R&D and technology transfer;
- Preparation of feasibility studies, R&D, pre-environmental impact assessment, submittals and the whole complex of engineering services;
- Formulation of intellectual property (IP) and receipt of a certificate of state registration as a joint copyright in the Kyrgyz Republic, in accordance to Kyrgyzstan legislation on research and innovation;

- Adaptation and additional research at laboratories of the Parties followed by commercialization to the medical institutions of the Kyrgyz Republic and in the Eurasian Economic Community (EAEC) countries;
- Assistance in the promotion of domestic and international investment for the project;
- Provision of space, organization of production, certification and sales of digital healthcare equipment;
- Assistance in carrying out market research and marketing of the finished product;
- Assistance in the implementation of the pilot project of telemedicine in medical facilities of the Bishkek city and other approvals by the Ministry of Health of the Kyrgyz Republic;
- Assistance in obtaining benefits and preferences for taxes, fees and customs duties, in accordance with the current legislation of the Kyrgyz Republic on foreign investors and innovators;
- Assistance in certification, accreditation for compliance with established technical regulations and standards in the Kyrgyz Republic and the Eurasian Economic Community (EAEC) for produced medical equipment;
- Assistance in obtaining all other approvals necessary for the successful implementation of the project;
- Assistance in promoting domestic and international investment for the project;
- Assistance in establishing cooperation with all stakeholders of the project from the part of the Kyrgyz Republic.

Article 4. Privacy Policy

During the Term of this MOU, the Parties guarantee the confidentiality of information sent to each other, and undertake not to disclose or transmit information obtained by them to the third parties.

The Parties undertake not to publish and distribute information related to Parties to any third parties.

The Parties undertake to use their own internal procedures to ensure the policy on confidentiality of information regarding the project during the whole term of the MOU.

Upon termination or expiration of this MOU, each Party shall return to the other Party all copies of documentation which are designated or deemed confidential information or provide proof of destruction of such confidential information to the satisfaction of the other Party.

Article 5. Duration of the Agreement

This MOU shall enter into force upon its execution by the signing of each of the Parties through their authorized representatives, and shall remain effective until one Party informs the other Parties of its intention to terminate this MOU.

Article 6. Final provisions

This MOU does not cancel and does not impose restrictions on other current contracts and agreements in force (if any) between the Parties, and does not prevent conclusion of separate contracts and agreements between them in the future.

All that is not provided for in this MOU shall be adjusted in accordance with the current legislation of the Kyrgyz Republic and the Republic of Korea.

The text of the MOU composed in four copies English language, one for each of the Party, and each of which shall be deemed an original.

This MOU shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed in duplicates, each of which shall be considered an original, and delivered by their respective authorized representatives as of the effective date.

Signatures of the Parties:

Party A
Pusan National University Hospital



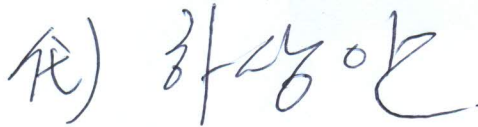
President
Lee Chang-Hun

Party D
National Surgical Center



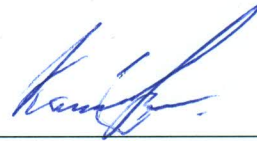
Deputy Director
Taalai Amankulovich Akmtov

Party B
Busan Technopark



President
Ha Sang An

Party E
Ministry of Health



Head of the Department of Medical
Assistance and Drug policy
Toimatov Samat Shakeevich

Party C
IRM



CEO
Choi Seung Wook