
MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERACTIVE HEALTH INTERNATIONAL
(CANADA)**

AND

**GHALIB UNIVERSITY
(Herat-Afghanistan)**

THIS **MEMORANDUM OF UNDERSTANDING (“MOU”)** is made this 20th day of February 2021.

Between

INTERACTIVE HEALTH INTERNATIONAL LTD., a company registered under the Government of Canada Act and having its address at 649 – 550 West Broadway, Vancouver, British Columbia, Canada (**hereinafter referred to as "IHI"**) of the other part;

and

GHALIB UNIVERSITY, an academic institution licensed and having its address at West of Taraqi Park, Herat, Afghanistan (**hereinafter referred to as "XX"**) of the other part.

(hereinafter individually referred to as the “Party” and jointly referred to as the “Parties”).

WHEREAS:

1. Ghalib Univeristy is a public University offering medical degrees in the areas of Curative Medicine, Pediatric, Stomatology, Dental & Nursing. IHI, is an independent business entity developing and delivering Canadian standards of inter-professional health education and consultation services nationally and internationally using state-of-the-art technological advances.
2. This Memorandum of Understanding (hereinafter referred to as “the MOU”) is to outline the general framework of collaboration to be pursued or undertaken by the Parties, so to set out their commitment and understanding in relation to the objectives of this agreement.
3. The Parties hereby wish to spell out in writing their intentions for areas of cooperation between them.

IN CONSIDERATION OF THE MUTUAL UNDERSTANDING SET FORTH HEREIN, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1. STATEMENT OF INTENT

- 1.1 IHI and XX recognize that the Parties have many interests in common and that there will be mutual benefits from collaboration and cooperation.
- 1.2 IHI and XX wish to formalize the relationship between the Parties in order to provide consistency and a focal point, for the preparation and administration of programs for collaboration and cooperation.
- 1.3 This MOU essentially sets out the general nature of the intended collaboration between IHI and XX. It is not intended that the agreement shall give rise to any legal rights or obligations between the two Parties. Neither Party assumes any financial obligations arising from the MOU except as mutually agreed under separate schedules jointly established from time to

time. Specific projects encompassed by this MOU will be agreed upon by both Parties.

2. OBJECTIVES

The main objective of the Memorandum of Understanding is to jointly build and support an educational environment that uses state-of-the-art technology developed by IHI such as interactive electronic simulation Platform “CyberPatient”. It is also our aim to perform Educational Research projects for validity, reliability, efficacy and cost effectiveness of CyberPatient which is believed to have a positive and measurable effect in all domains of education including cognitive, affective and psychomotor.

3. IHI RESPONSIBILITIES

Under the terms of this MOU, IHI responsibilities will include, but not be limited to, the following activities:

- Provision of access to the interactive electronic simulation platform called CyberPatient free of charge.
- Support of regular updates to the technology and content of the CyberPatient free of charge.
- Provision of faculty development and education for simulation specialists and other faculty members on CyberPatient free of charge.
- Adjustment and modification of CyberPatient to the cultural and needs of the community free of charge.
- Development of CyberPatient cases specific to the regional pathology free of charge.
- Provision of support for the validity, reliability, efficacy, cost-effectiveness and outcome analysis of all education research related to CyberPatient.
- Support of other types of research and development projects related to educational technology and developed by IHI.
- Provision of an updated, state-of-the-art, innovative, competency-based, student-centered standardization curriculum for medical graduates.
- Facilitation of the curriculum assessments and evaluations.

3.1 XX's RESPONSIBILITIES

Under the terms of this MOU, XX's responsibilities will include, but not be limited to, the following activities:

- Inclusion of the CyberPatient into the curriculum of the medical school after the efficacy is proven.
- Provision of CyberPatient used as a prerequisite to the end of the clinical year/semester as follows:
 - Clinical year/semester 1 - prerequisite CyberPatient Level I
 - Clinical year/semester 2 - prerequisite CyberPatient Level II
 - Clinical year/semester 3 - prerequisite CyberPatient Level III
 - Clinical year/semester 4 - prerequisite CyberPatient Level IV

- Provision of servers, computers, routers, enabling software, audio/visual equipment and other technologies required for asynchronous knowledge delivery and technology-enabled learning environment.
- Support of faculty development and education for simulation specialists and other faculty members on CyberPatient
- Support for the adjustment and modification of CyberPatient to the cultural and needs of the community
- Support for the development of CyberPatient cases specific to the regional pathology
- Provision to perform research and assessment related to CyberPatient and/or other educational products of IHI.
- Support of public relations and promotions of the program.
- Support of coordination with local licensing and accreditation bodies.

4. INTELLECTUAL PROPERTIES

4.1 Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MOU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.

4.2 All confidential information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the Confidential Information received from the other Party and any copies thereof promptly upon request and one copy may be retained for archival purpose.

4.3 Each party warrants that it has the right to make the disclosures under this Agreement. No other warranties are made by either party under this Agreement and all information exchanged under this Agreement is provided “as is”. The disclosing party shall not be in any way responsible for any decisions or commitments made by receiving party in relying on the disclosing party's Confidential Information.

4.4 No patent, copyright or other intellectual property rights are transferred by this Agreement nor is any right or license under any invention or patent granted hereunder.

4.5 The “brand items”, e.g. crests, logos and all other intellectual property belonging to each party, may not be used without the express written permission of the owner of those particular intellectual properties. Both parties will respect the intellectual properties of each other for 10 years after the termination of this MOU.

5. COORDINATION

The Parties to this MOU will, within Three (3) months from the date of execution of this MOU, designate a key contact person on behalf of each Party who will take responsibility for development and achievement of the Objectives of this MOU and when mutually agreed, will take responsibility for the development of the separate collaborations mentioned in **Clause 3** above unless it is already identified.

6. ENTRY INTO FORCE, DURATION, AND TERMINATION

- a. This MOU will come into effect at the time of signing and will remain in force for a period of five (5) years. Following a review by both parties on the fifth year, this MOU may be extended for a further agreed period.
- b. Either Party may terminate this MOU at any time by giving not less than **sixty (60) days'** notice in writing, **PROVIDED HOWEVER** that any decision to allow this MOU to lapse will take into consideration the time needed for completion of any collaboration under way or any exchange visitors completing courses at either party's company.
- c. Upon termination of this MOU, each Party shall return all documents, records, materials and specifications including the Confidential Information received pursuant to Clause 7 herein to the respective owner.

7. NATURE OF MOU

Nothing contained herein shall be construed as being a joint venture, partnership or formal business arrangement of any kind between the Parties as to constitute either Party as the agent of the other.

This MOU relates only to the intention contemplated herein and nothing contained herein shall be deemed to create an association, partnership or principal/agent relationship between the Parties hereto or impose any partnership obligations or liability to either Party. Neither party shall have any right, power or authority to enter into any agreement of commitment, act on behalf of, or otherwise bind the other Party in any way until a formal agreement has been reached between the Parties. This MOU represents the good faith, understanding and statement of intention of the Parties to proceed further with the collaboration and as such shall not have any legal binding effect save and except for Clauses 8 and 9 herein.

8. CONFIDENTIALITY

- a. Each Party shall keep in strict confidence any confidential information in relation to this MOU obtained from the other Party ("Confidential Information") and shall not disclose the Confidential Information to any third party without the prior written consent of the other Party.
- b. The obligation of confidentiality shall not apply to:
 - i. the Confidential Information which is already known to the receiving Party without restriction prior to such disclosure;
 - ii. the Confidential Information which now or hereafter becomes available in public through no breach of the disclosing Party;
 - iii. the Confidential Information which is required by law to be disclosed.

- iv. the Confidential Information which is independently developed or procured by the receiving Party.
- c. The Parties agree that this Clause 8 shall survive the termination or expiry of this MOU.
- d. The Parties shall ensure that all their employees, servants, advisors or agents to whom the Confidential Information is disclosed will comply with the confidentiality obligations herein.

9. SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party.

10. NON-EXCLUSIVITY

This Memorandum of Understanding shall not confer any exclusive right to any Parties in undertaking any other equivalent or similar activities contemplated or specified under this Memorandum of Understanding.

11. MISCELLANEOUS

- a. The Parties recognize that it is impractical to make provision for every contingency that may arise in the course of the performance of the provisions hereof and accordingly declare their intention that this MOU shall operate with fairness between them and without detriment to the interest of either Party and that each Party will endeavor to ensure that full effect is given to the terms of the MOU in the spirit in which it was initially agreed.
- b. The Parties acknowledge that all expenses such as salaries, allowances, travelling, living and associated cost will be determined and borne by the respective Party incurring it.
- c. Each Party shall bear its own cost of or in connection with the preparation and execution of this MOU. Each Party shall bear its stamp to this MOU.
- d. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any Party under or pursuant to this MOU shall constitute a waiver by the Party of that or any other right, power or remedy.
- e. Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other in carrying out this MOU.
- f. This MOU is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

- g. Any modification, variation or amendment of this MOU shall not be effective unless made in writing, agreed and duly executed by the authorized representatives of the Parties.
- h. In the event that any public announcement or disclosure of the contents of this MOU shall become necessary, the Parties shall agree upon the terms and the format of any such disclosure or announcement prior to the announcement or disclosure being made.
- i. Nothing contained in this MOU shall be construed as binding the Parties to any form of exclusivity and both Parties shall be entitled to conduct business independent of each other where market requirements so dictate, unless otherwise agreed by the Parties in writing in a subsequent formal agreement.

12. CONTACT PERSONS

IHI hereby appoints Dr. Karim Qayumi and Ghalib University hereby appoints Dr. Mohammad Rafi Fazli

to be the main contact person for this MOU to coordinate and oversee all discussions between the Parties pursuant to this MOU.

14.1 For Interactive HEALTH INTERNATIONAL

Suite # 649 - 550 West Broadway,
Vancouver, British Columbia V5Z 0E9, Canada

Attention : Dr. Karim Qayumi
Designation : CEO and President of Interactive Health International Ltd.
Telephone : +604-484 1800
Email : akqayumi@gmail.com

14.2 For XX

Address: Ghalib University, West of Taraqi Park, Herat, Afghanistan

Attention : Dr. Mohammad Rafi Fazli, MD, FACS
Designation : Dean of Medical Faculty
Telephone : +93797938008
Email : dr_rafi_fazli@yahoo.com, dr.fazli@ghalib.edu.af

IN WITNESS WHEREOF the Parties have hereto set their hands and seal the day and year first above written.

Signed for and on behalf of
Interactive Health International Ltd.

.....
Prof. Karim Qayumi
President and CEO

In the presence of:
Name of witness

.....

Signed for and on behalf of
GHALIB UNIVERISTY



.....
Professor Mohammad Naser Rayab
Chancellor of Ghalib University

In the presence of:
Name of witness

Nooria Noorzadeh
noorianoorzadeh@gmail.com
0793338300