



Restoring health and hope through technology

**MEMORANDUM OF UNDERSTANDING
BETWEEN
... AND MEDICAL MISSIONS FOR CHILDREN**

This memorandum constitutes a statement of understanding between Medical Missions for Children (MMC) located in Paterson, New Jersey and It outlines the intent of both parties to collaborate in the production of video-based medical education programming that will be used subsequently to better educate doctors, nurses, medical students and other healthcare professionals who care for the needs of sick and infirm children and adults in underserved communities throughout the world.

Intent of Participants

It is the intent of MMC to (1) coordinate the receipt, encoding, scheduling and broadcasting of all fully-produced medical education content provided by ... and (2) provide the required post-production assistance (editing, animation, crediting, etc.) for any medical video footage contributed by ... that is deemed appropriate for use on MMC's Medical Broadcasting Channel. Additionally, it is MMC's intent to incorporate any donated medical content from ... into its Global Video Library of Medicine for the purpose of providing web-based access to this content by a pre-registered and pre-approved group of medical professionals all of whom are members of MMC's Global Telemedicine and Teaching NetworkTM.

It is the intent of ... to (1) make available its broadcast quality video-based medical education content for use in MMC's Global Video Library of Medicine and (2) on its Medical Broadcasting Channel. Additionally, it is ... intent to provide MMC access to certain pre-approved ...-scheduled education symposia and pediatric grand rounds so that MMC can prepare this education content for viewing by healthcare professionals practicing medicine in the developing world.

Areas of Collaboration

MMC and ... intend to support the general tasks as outlined below:

- Expand the availability of "broadcast quality" medical education programming for healthcare providers in the developing world;
- Work together to determine what, if any, of ...'s regularly scheduled medical lectures and training sessions would be appropriate for recording and donation to MMC's video library;
- Coordinate the availability of ...-based medical specialists to participate in global training programs and pediatric case reviews via videoconference;
- Install MMC-donated Polycom videoconference equipment at ...'s facility in ... to help facilitate communication between MMC and ..., and to provide a vehicle for participation in MMC-organized global symposia and telemedicine sessions.

Terms of this Agreement

MMC GLOBAL TELEMEDICINE & TEACHING NETWORK

Any donation of medical content made to MMC by ... will be used for the sole purpose of providing educational support for physicians, nurses, and medical students in developing countries interested in raising their level of medical expertise. The ultimate goal of this program is to allow children and adults to receive improved medical care in their own countries.

No donated material by ... will be permitted to enter the for-profit market. MMC will provide ...'s educational programming at no cost to each of its receiving institutions.

As a non-profit organization, MMC is unable to purchase any of the content it receives for its Global Video Library of Medicine and its Medical Broadcasting Channel. Therefore, ..., as a donor institution, will be recognized and honored as an MMC sponsor and content provider at the start and conclusion of the airing of every ... program (for example: "The following program has been brought to you by ...").

MMC will not change (in any way) the medical content provided by ..., nor will it disguise or in any way alter a ... watermark that may be embedded into pre-produced video material without the expressed permission and/or prior approval of

At the present time, ... is interested in donating and MMC is interested in receiving the following ...-produced medical programs for broadcast:

...

Each of the above-named programs will be broadcast four times in conjunction with ...'s broadcast schedule. Additionally, MMC will make the ... series available on its Medical Broadcasting Channel on other occasions consistent with the development of its own broadcasting schedule.

For registered members of MMC's Global Telemedicine and Teaching Network, MMC will also provide access to ...-donated medical programming on-demand through a password protected section of its company website.

Video material provided by ... will not be used for any other purpose than that which has been stated above without the written consent of

Effective Date

This Memorandum shall be effective on the date of signing by both participants. Any disputes that may arise concerning the implementation of this Memorandum should, in the first instance, be resolved by negotiations between the two parties.

Timeframe

The collaboration contemplated under this Memorandum is for a period of five years from the effective date or until such later date as agree upon by ... and MMC.

The address for each participant is:

Medical Missions for Children	...
35 Getty Avenue, Building 400	...
Paterson, NJ 07503	...
Phone: (973) 754-4960	...
Fax: (973) 754-4971	...

For Medical Missions for Children: ...

John A. Riehl
Executive Vice President

...
...

Date _____

Date _____