American Heart Association.

Is hereby officially recognized as an

American Heart Association International Training Center

Chris D' Esposito
Senior Vice President, International Business
National Center
American Heart Association
Dallas, Texas, USA

Doa'a Al-Habib
General Manager, KSA
Healthcare Quality Systems
American Heart Association Olaya
Towers - Al Olaya - Riyadh, KSA

To be a relentless force for a world of longer, healthier lives.

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BMC
Batterjee Medical College
كلية البترجي الطبية

UNIVERSITÀ DEGLI STUDI DI PALERMO

Memorandum of Understanding
between
Batterjee Medical Colleges, Saudi Arabia
and
Università degli Studi di Palermo, Italy

The **Batterjee Medical Colleges** (BMC) and the **Università degli Studi di Palermo** (UNIPA), recognising the benefits to their respective universities from the establishment of international links, conclude this Memorandum of Understanding (hereinafter: "MoU").

1. The purpose of this MoU is to develop academic and educational co-operation and to promote mutual understanding between the two parties.

2. Each party agrees to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

2.1) Exchange of academic, researchers and administrative staff
2.2) Exchange of degree and postgraduate students
2.3) Conducting collaborative research projects and training activities
2.4) Joint supervision of doctoral theses
2.5) Establishment of joint curricula
2.6) Exchange of publications, academic materials and other information
2.7) Joint projects of cultural nature, organization of international conferences, workshops and seminars
2.8) Promoting joint programs in the field of Tourism and Hospitality including, but not limited to, Health and Wellness Tourism and promoting consultations for establishing a specific Diploma of Health and Wellness
2.9) Promoting any other co-operation of mutual interest.

3. The development and implementation of specific activities based on this MoU will be separately negotiated and agreed between the parties and will be subject to a separate written agreement. Each party agrees to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

BMC
Batterjee Medical College
كلية البترجي الطبية

UNIVERSITÀ DEGLI STUDI DI PALERMO

4. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.

5. Both parties agree that prior written approval is required before using the other party's name, logo, or other Intellectual Property rights in any advertising or associated publicity.

6. Should the collaborative research activities under this MoU result in any potential for intellectual property, each party shall seek an equitable and fair agreement as to ownership and other property interests that may arise.

7. This MoU may only be amended or modified by a written agreement signed by the representatives of each party.

8. Prof. Stefano De Cantis, member of the Department of Economics, Business and Statistics (SEAS) at UNIPA, and Mr. Ahmed Ismail Ramadan Abuel Afieh – the Business development Consultant & General Director of Continuing Education at BMC, will be responsible for this MoU at UNIPA and BMC, respectively. Other cooperation items can be added upon mutual agreement between the Parties.

9. This MoU is valid for a period of five years from the date of signing. Any of the universities can cancel the MoU prior notice to the other six months in advance. The activities running during the cancellation will continue until their termination.

And in proof of compliance, the parties subscribe the present cooperation agreement in two (2) copies with the same content, leaving one of them held by each of the parties.

Date: 29.5.2023

Batterjee Medical Colleges

Dr. Osama Adnan Kensara
Chief Academic & Executive Officer

Date:_____

Università degli Studi di Palermo

Massimo Midiri, Rector
(Signature by proxy)

Vice *Rector* for Internationalization

THE UNIVERSITY OF ARIZONA

Batterjee Medical College
كلية البترجي الطبية
BMC

INTERNATIONAL MEMORANDUM OF AGREEMENT
Between
The University of Arizona
and
Batterjee Medical College

I. GENERAL

A. Parties to the Agreement

This International Memorandum of Agreement ("Agreement") is entered into by The Arizona Board of Regents on behalf of The University of Arizona, Tucson, Arizona, USA (hereinafter "The University of Arizona") and Batterjee Medical College, Jeddah, Saudi Arabia (hereinafter "Batterjee Medical College"). The two institutions shall be referred to individually as "Participating Institution" and collectively as the "Participating Institutions" in this Agreement.

B. Purpose of the Agreement

The Participating Institutions, with approval of their responsible authorities, are entering into this Agreement to facilitate and enhance cooperation in research and academics in areas of mutual interest, through the modes of collaboration set forth below.

C. Modes of Collaboration

The Participating Institutions will endeavor to promote their partnership through a broad range of strategies, which may include faculty, staff, and scholar exchanges, student exchanges, hosting student interns for academic purposes, developing study abroad programs, exchanges of pharmacy students and residents for the purpose of completing a pharmacy rotation, designing collaborative research projects, developing formal proposals for funding such research in accordance with all applicable policies, and/or other collaborations. The programs the Participating Institutions are agreeing to shall be further detailed in Appendices A and B and incorporated herein.

II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

The Participating Institutions agree to develop collaborative programs in areas of mutual interest and will initially focus on implementing collaborative fundamental research through faculty and scholar exchanges in Pharmacy, Pharmaceutical Sciences, and related disciplines.

B. Activities in Support of Collaboration

The Participating Institutions recognize the importance of certain ancillary activities in support of these primary areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. the regular exchange of relevant publications and publicly available information generated by the Participating Institutions; and

2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

III. ADMINISTRATIVE GUIDELINES

A. Implementation of this Agreement

1. It is the intent of the Participating Institutions that the general provisions of this Agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such specific programs will be detailed in the appropriate standalone implementing agreement(s) or appendices to this Agreement, as approved in writing by the designated officials of both Participating Institutions. No implementing agreement or appendix will amend or contradict the provisions of this Agreement. Implementing agreement(s) and appendices for all specific programs must include provisions for insurance coverage for the respective parties, including liability coverage for acts and omissions of each Participating Institution's officers, agents, and/or employees.

   Implementing agreement(s) and appendices for faculty, staff, and/or scholar exchanges and collaborative research programs must also include specific provisions concerning, but not limited to, publication, conflict of interest, data use and privacy requirements, and any Intellectual Property ("IP") that may result from the program(s), and requirements that all research must be conducted in accordance with all applicable laws, regulations, policies, and procedures of both Participating Institutions.

2. Nothing in this Agreement shall be interpreted as constraining the development of existing or future programs by each Participating Institution that are not specifically mentioned in this Agreement.

B. Responsible Administrative Personnel

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Agreement by the Dean of Batterjee Medical College, or by his/her designated operational units, and by the Interim Senior Vice President for Academic Affairs and Provost of The University of Arizona, or his/her designated operational units, respectively.

2. The designated operational units of the Participating Institutions, for purposes of developing and implementing the terms of this Agreement are:

   For Batterjee Medical College – Pharmacy Program; and
   For The University of Arizona – Department of Pharmacy Practice and Science.

3. Either Participating Institution may change its designated operational unit by written notification to the other Participating Institution.

C. Travel and Safety

1. The Participating Institutions each acknowledge and agree that they have emergency response plans to address emergencies, including, but not limited to, natural disasters and political unrest. Each Participating Institution agrees to provide the other with information on the emergency response plan upon request.

2. The University of Arizona will evaluate potential risks for the countries to which its employees or students may be proposing travel and may determine, based on U.S. Department of State Travel Advisories and other travel advisory sources, and in its sole discretion, that travel to a particular country or area is not advisable at that time.

3. If a University of Arizona employee or student is already present in a location where The University of Arizona determines there to be an elevated risk, the traveler must consult with The University of Arizona to re-assess the safety of their continued presence in the location. If The University of Arizona deems the risk to be extreme, the employee or student may be evacuated back to their home country or to a safer location.

D. Other Provisions

1. This Agreement is written in the English language. Any translation will be substantially equivalent in establishing the mutual obligations of the Participating Institutions. Notwithstanding the above, the original English language version will govern in the event of a conflict between the English language version and the translation.

2. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Participating Institutions. In such an event, the Participating Institution making such a decision shall provide as much advance written notice as possible to the other of any such decision, but in no event less than 30 days of notice.

3. This Agreement is effective for a term (the "Term") of five (5) years from the date of joint signing (the "Effective Date"), unless terminated earlier in accordance with Section III.D.4

below. At the end of the Term, the Participating Institutions may choose to renew based on a mutually agreed-to assessment of the program.

4. This Agreement may be terminated by either Participating Institution upon written notice given at least ninety (90) days before the end of the other Participating Institution's current academic year, to be effective as of the end of that academic year. In the event of such termination, any students, faculty, or scholars currently participating in an exchange pursuant to this Agreement shall retain their then-current status until the end of their program or the end of the current academic year, whichever is sooner.

IV. LEGAL PROVISIONS

A. Conflict of Interest

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511 regarding Conflict of Interest if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the University of Arizona becomes an employee in any capacity of the other Participating Institution or a consultant to the other Participating Institution with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.

B. Non-Appropriation

The Participating Institutions recognize that performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Notwithstanding the provisions of Section III. D. 4 above, should the Legislature fail to appropriate the necessary funds or if The University of Arizona's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University of Arizona agrees to notify the other Participating Institution as soon as reasonably possible after the unavailability of said funds comes to The University of Arizona's attention.

C. Intellectual Property

1. No rights concerning existing IP are being conveyed under this Agreement. Any IP developed under any implementing agreement(s) shall be outlined in detail in the implementing agreement(s) or other separate written agreement between the Participating Institutions.

2. Neither Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of the other Participating Institution without express written approval.

D. Disputes

The Participating Institutions shall make a good faith endeavor to settle amicably, through direct good-faith negotiations between them, any dispute, difference, controversy, or claim ("Dispute") arising

under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims. In the event the Dispute cannot be settled amicably through direct good-faith negotiations, the Dispute will be finally and conclusively settled by arbitration administered by the New York International Arbitration Center in accordance with its arbitration rules and each Participating Institution shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the Participating Institutions.

E. Equal Employment Opportunity and Non-Discrimination

The University of Arizona is bound by applicable federal and state laws and regulations, as well as internal University of Arizona policy, governing equal employment opportunity and nondiscrimination. The Participating Institutions will treat all prospective and current students, faculty, and staff involved in the Program with dignity and civility, and not engage in harassment or discrimination in violation of applicable law or accreditation standards or policies against any individual on the basis of race, sex, religion, color, national or ethnic origin, age, disability, veteran status, genetic information, sexual orientation, or gender identity in administration of the Program, admissions policies, financial aid, or employment. The Participating Institutions will cooperate to accommodate student disabilities or special needs to the best of their abilities and in accordance with applicable law and accreditation standards and policies.

F. Export Controls

Each Participating Institution shall comply with all applicable export control laws and economic sanctions programs. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S. economic sanctions laws with respect to the export (including a deemed export) or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.

G. Family Educational Rights and Privacy Act (FERPA)

The Participating Institutions acknowledge that students participating in programs pursuant to this Agreement are enrolled or plan to be enrolled in both Participating Institutions for the purposes of this Agreement, and the Participating Institutions shall both provide such student information as is necessary for the purposes of the student's enrollment in the other Participating Institution, pursuant to 34 CFR §99.31(a)(2). The Participating Institutions acknowledge that any disclosure of student information is subject to compliance with all applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 CFR Part 99

THE UNIVERSITY OF ARIZONA

Batterjee Medical College
كلية البترجي الطبية

H. Notices and Communications

Any notices, reports, authorizations, or approvals concerning this Agreement will be in writing. Unless otherwise provided, all notices will be sufficient when delivered in person, or sent by facsimile, electronic mail, registered mail, or courier, to the person(s) designated below:

For The University of Arizona:

Program Notices:
Dr. Michael Katz
Professor and Director of International Programs
Pharmacy Practice & Science
mdkatz@arizona.edu

Agreement Notices :
intl-partnerships@arizona.edu

For Batterjee Medical College:

Program Notices:
Dr. Ahmed Altyar
Associate Professor of Pharmacy Practice
Chief Business Development Officer
Ahmed.altyar@bmc.edu.sa

Agreement Notices:
pharmacy8.jed@bmc.edu.sa

I. Entire Agreement

This Agreement supersedes all prior agreements, understandings, customs, and practices between the Participating Institutions regarding the operation of the programs. This Agreement may be signed in counterparts, which together will constitute one agreement. If this Agreement is signed in counterparts, no signatory to this Agreement will be bound until both Participating Institutions have duly executed, or caused to be duly executed, a counterpart of this Agreement. Each Participating Institution may rely on facsimile or electronically transmitted signature pages as if such facsimile or electronically transmitted pages were originals.

For The University of Arizona:

Ronald W. Marx, Ph.D.
Interim Senior Vice President for Academic Affairs and Provost

09/05/2023
Date

For Batterjee Medical College:

Mohammed Tayeb, PhD
Dean
Batterjee Medical College

13-7-2023
Date

Batterjee Medical College
For Science and Technology
BMC

AllianceFrançaise
Arabie Saoudite

Memorandum of Understanding between

Batterjee Medical College, KSA
Represented by Dr. Osama Kensara
Chief Academic & Executive Officer (CAEO)

Hereinafter referred to as "the University"

&

Alliance Française d'Arabie Saoudite, Jeddah Branch
Represented by M. Zaher Al Munajjed
President

Hereinafter referred to as "AFAS"

PREAMBLE

Batterjee Medical College (herein referred to as University) has been dedicated to the commitment of delivering a resounding message with the end in mind of excellence since 2005. In order to achieve this end, BMC is exerting all efforts to fulfill its mission and achieve its goals while maintaining a high level of quality by strictly complying with accreditation standards set by the Ministry of Education.
BMC has always been interested in learning from the successful experiences of others and taking advantage of the knowledge from national and international reputable universities by making agreements and cooperation with prestigious universities around the world, such as the agreement between BMC and Maastricht University. BMC received the Best Educational Project Award in the Middle East and North Africa in 2010, was recognized by the World Health Organization (WHO), and was placed in the directory of IMED – FAIMER.

Founded in 2010, Alliance Française d'Arabie Saoudite (AFAS) is the official French language institute and Cultural center in Saudi Arabia. Its goal is to promote and facilitate French language learning and to build bridges between Francophone and Saudi cultures. AFAS is part of the global Alliance Française network, counting more than 800 branches around the world, a more than 130 years old Institution, widely recognized and acclaimed for the quality of its teaching services and cultural events. AFAS has four branches across the Kingdom of Saudi Arabia, two in Riyadh, one each in Jeddah and in Al Khobar. AFAS also operates in the city of Mecca in partnership with the local chamber of commerce. AFAS has also been training Al-Ulastudents,at the request of the Royal Commission for Al-Ula. As the only authorised examination center for DELF-DALF,TCF and TEF diplomas in the Kingdom, AFAS organizes regular exam sessions giving the opportunity to candidates to certify their French level and assert their language skills in order for them to successfully pursue their academic or professional projects.

Batterjee Medical College
For Science and Technology
BMC

AllianceFrançaise
Arabie Saoudite

The University and AFAS wish to collaborate on providing French language courses and exams on the following terms:

1. OBLIGATIONS OF AFAS :

1.1 AFAS will enter into a partnership with the University aiming at providing French language courses (hereafter referred as "courses") on the Jeddah premises of the University.

1.2 AFAS will organize French courses only for BMC students and administrative members of the Batterjee group on presentation of a student or staff card at the time of registration.

1.3 AFAS will run courses provided a minimum of 12 students has enrolled on or before the starting date of the course. No more than 16 students will be admitted in any course.

1.4 AFAS offer the membership for BMC students or administrative members of the Batterjee group who are registered in the French courses. They will be entitled to participate AFAS cultural events organized in Djeddah subject to seat availability.

1.5 AFAS will organize DELF-DALF exam sessions at the University premises according to the official calendar provided that no less than 10 students are registered for the exam session. (Prices of the exams in annex 1)

1.6 AFAS will advertise the following marketing material of the University on the premises of the Alliance française de Djeddah: flyers, brochures. AFAS should promote French related activities of the University through AFAS social networks (Twitter, LinkedIn, Facebook, Instagram).

2. OBLIGATIONS OF THE UNIVERSITY :

2.1 The University should provide AFAS with a classroom with all the necessary equipment (a video projector, a computer, a sound system and an Internet connection).

2.2 The University shall be responsible for announcing and promoting the French course(s) to its students.

2.3 The University will be responsible for advertising the French courses. It will in charge of the design of the marketing materials (visuals, flyers, roll ups). All marketing materials need to be approved by the AFAS.

2.4 The University will provide all the necessary material for the organization of DELF-DALF exam sessions: a classroom with exam supervisor, a sound system, paper, pens and photocopies.

2.5 The University will advertise the following marketing material of AFAS on the premises of the University: flyers, brochures. The University should promote French related activities of AFAS through social networks (Twitter, LinkedIn, Facebook, Instagram).

3. TERMS & CONDITIONS:

3.1 Educational contents engineered by AFAS are the sole property of AFAS and can in no way be sold or given away. The AFAS guarantees the identification of (a) qualified speaker(s) instructor(s) - holding a degree in teaching French as a Foreign Language – for the delivery of training and engineering of educational contents suited to the needs of the students.

3.2 Services described in this contract are defined as follows: the delivery of 60 hours of courses based on AFAS curriculum. The course for the level A1 will be in a hybrid format, i.e. 60 hours on the premises with a teacher and 20 hours of independent work with the tools LMS Apolearn™ and digital library Culturethèque™. The first two courses, equivalent to 60 hours of training to complete A1 level of the CEFRL, will be focusing on the acquisition of General French language skills. Starting from the A2 level of the CEFRL, AFAS may incorporate contents focusing on French for Medicine. It is understood by both parties that the first course will be targeting solely complete Beginners. At the end of the course, AFAS will give an internal certificate from Alliance française de Djeddah to each student.

3.3 In order to be fully registered in one course, a student must have paid the full amount of registration fees. Once paid, registration fees are non refundable and non transferable unless the minimum number of registered students is not reached in which case registration fees will be fully refunded to the students.

3.4 The courses will take place at the premises of the University at mutually agreed day and times. The starting date will be set jointly by the University and AFAS.

3.5 The cost per student of 30 hours course shall be 2 500 (Two Thousand Five Hundred Saudi Riyals), including the book and exercice book for free and access to LMS Apolearn™ and digital library Culturethèque™. Student and administrative staff of Batterjee Group benefit from a discount of 400 Saudi Riyals for the course.

3.6 Registration of students shall be processed online by AFAS, based on information provided by the University including first name, family name, ID number, mobile phone number, email ID, date and place of birth and a copy of the student or staff card.

Batterjee Medical College
For Science and Technology

AllianceFrançaise
Arabie Saoudite

6. NOTICES:

All communication relating to this Agreement containing any information inclusive of notice shall only be accepted if received in writing and conveyed by mail. All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery or (ii) the second business day after mailing or after sending by email. All notices shall be sent to the following:

a) If sent to Alliance Française d'Arabie Saoudite:
For the attention of Mégane Moulin, managing director, Alliance française Djeddah
Address: Jeddah, Saudi Arabia
Email: djeddah@af-ksa.org

b) If sent to BMC University:
For the attention of Mr. Ahmad Abuel Afieh, consultant
Address: Jeddah, Saudi Arabia
Email: ahmad.afieh@bmc.edu.sa

(BATTERJEE MEDICAL COLLEGE)

Dr. Osama Kenasara (Chief Academic & Executive Officer)

I have the authority to bind the corporation.

(Alliance Française d'Arabie Saoudite)

M. Zaher Al Munajjed (President)

I have the authority to bind the corporation.

EXECUTION Copy

HARVARD
MEDICAL SCHOOL

Letter of Agreement

This letter of agreement (the "Agreement") confirms the agreement of President and Fellows of Harvard College, acting through its Harvard Medical School Office for Online Learning ("HMS") to deliver the online educational modules set forth in Section 1.a. below (each module, a "Program") to students at Batterjee Medical College ("BMC") and the agreement of BMC to sponsor student enrollment in each designated module program. Nothing in this Agreement shall be deemed to create any legal rights or obligations except as expressly set forth herein.

HMS and BMC have agreed as follows:

1. **Delivery of Program:**

a. HMS shall deliver a minimum of one Program (where a Program represents delivery of a module) annually (with a year-long period defined as January 1 to December 31) to selected students enrolled at BMC in accordance with the topic areas, dates, and other specifications described in Attachment A hereto.

b. BMC agrees to secure an appropriate audience for each Program (where a Program represents delivery of a module) comprised of individuals ("Participants") who each meet the academic proficiency criteria set forth in Attachment A and who each have access to a device to run the Program that meets the internet connectivity and other technical requirements set forth in Attachment A. In addition to meeting these criteria, each Participant will be required to agree to HMS's Privacy Policy and Terms of Use as a condition to enrollment and participation in the Program. BMC will not permit participation in the Program of participants from medical schools or organizations other than BMC without the prior written consent of HMS.

c. BMC shall be responsible for making available an institutional contact to support HMS in the delivery of each Program, who shall initially be Prof. Mohammed Tayeb. This person shall serve as the primary point of contact for all Participant lists, moderator information, email communications, and payment matters. BMC shall also identify qualified faculty moderators with advanced knowledge of biochemistry. BMC shall identify one (1) faculty member for each module to provide additional local support to students enrolled in each HMX module (each BMC individual, a "BMC moderator"). BMC faculty moderators shall be available to Participants throughout the Program to answer Participant questions about the subject matter and to mediate online "Ask a Question" discussion forums. HMS shall provide guidance to the BMC moderators regarding support of the Programs, but the BMC moderators shall not be agents of HMS or of the Programs and HMS shall not be responsible for any compensation to the BMC moderators or for any act or omission of the BMC moderators. It is expected that each BMC moderator will check the HMS program forums at least once per day to handle unanswered questions during the delivery dates set forth in Attachment A. BMC will cause all faculty moderators to comply with all applicable laws and with all applicable

policies and procedures of HMS.

d. For the avoidance of doubt, BMC students enrolled in the Program will be considered participants in an HMS online program. HMS will comply with its obligations under The Family Educational Rights and Privacy Act (FERPA), to the extent FERPA applies to information HMS collects from participants in the Program, and with the terms of the HMX Privacy Policy at https://onlinelearning.hms.harvard.edu/privacy. In addition, HMS will comply with FERPA in its treatment of any education records (as such term is defined in FERPA) of BMC that BMC provides to HMS in connection with this Agreement.

e. BMC acknowledges and agrees that HMX has developed the Program prior to and independent of this Agreement, and without the involvement of BMC, with the intention of delivering the Program to multiple participants through HMS's proprietary platform. The Program is delivered to BMC participants on a non-exclusive basis. The parties agree that (i) in providing the Program, HMS acts on its own behalf in furtherance of its charitable purposes, and not on behalf of BMC; and (ii) neither party shall have any authority to make any academic, administrative or other decision on behalf of the other party.

f. BMC represents and warrants that it has obtained all consents, approvals and permissions from Participants as may be necessary to: (i) permit HMS to offer the Program to Participants, and (ii) provide the Participant information (e.g. list of names, email addresses) to HMS as required under this Agreement.

2. **Fee:**

a. BMC will pay HMS fees (total of these, the "Fee") according to the following:

- A rate of $600 USD per participant enrollment in a Program, with a guaranteed minimum enrollment of 100 students per Program and a guaranteed minimum of one total Program, the Program offered in accordance with the dates set forth in Attachment A.
- No reduction in the Fee paid by BMC under this Agreement will be made if fewer than the guaranteed minimum number specified above enroll in the available modules or if any enrollee fails to complete the Program.
- Additionally, up to 5 non-moderator BMC faculty members may be enrolled in each of the above Programs at cost of $250 USD per faculty member. Non-moderator faculty are not counted towards minimum participant enrollment.

b. BMC agrees that it shall be responsible to make payment of the Fee, of not less than $60,000 USD ("Total Minimum Payment") to HMS, without reduction or invoice, net of any taxes required by any governmental entity in any jurisdiction, and that BMC, and not HMS, will be responsible for all such taxes. BMC will make payment of the Fee to HMS in accordance with the following schedule:

1. On or prior to January 31st, 2019, BMC shall pay the Fee attributable to the minimum number of students participating in the Program, which shall be not less than the minimum payment of $60,000 USD;
2. Not later than thirty (30) days following the end of the Program, BMC shall pay any remaining Fee attributable to students and faculty above the minimum number.

c. Neither party is responsible for taxes on the other party's income or the income of the

other party's personnel or subcontractors.

d. BMC will be solely responsible for payments hereunder, such payments to be made directly to HMS. BMC will be the sole sponsor of Participants in connection with the Programs.

3. **Certificates:** Participants who have participated in and successfully completed the requirements of the HMX modules will be eligible for certificates of completion or achievement, depending on the level of their work in the courses. Individuals who have been identified as BMC moderators will not be eligible for certificates. HMX and each associated *HMX Fundamentals* module is a non-credit program, and no grades or continuing medical education credits or credits toward any HMS degree or other degrees or certificates will be awarded. BMC has not arranged for any third party entity, including any entity now or hereinafter affiliated with BMC, acting at the direction of or pursuant to an agreement with BMC, to award credit for all or any portion of the Program.

4. **Use of Name:** BMC shall not use or register the name "Harvard" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols, images or devices that identify Harvard University or any Harvard school, unit, division or affiliate ("Harvard Names") for any purpose or in any medium in connection with this Agreement or the Program except with the prior written approval of, and in accordance with restrictions required by, HMS. Without limiting the foregoing, BMC will provide HMS for its review any promotional or information material referring to the Program or BMC's relationship with HMS, and will not use any such materials without HMS's prior written approval. In the event the material is in a language other than English, BMC will supply HMS an accurate English translation. Without limiting the foregoing, BMC shall cease all use of Harvard Names authorized under this Agreement on the termination or expiration of this Agreement except as otherwise approved by HMS in writing, in advance. Further, HMS shall not use or register the name "Batterjee Medical College" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify BMC ("BMC Names") for any purpose or in any medium in connection with this Agreement or the Program except with the prior written approval of, and in accordance with restrictions required by BMC. Without limiting the foregoing, HMS shall cease all use of BMC Names authorized under this Agreement on the termination or expiration of this Agreement except as otherwise approved by BMC in writing, in advance.

BMC agrees that any statements it makes about the Program will be fair and accurate, and none will be misleading. BMC and/or HMX shall at all times be identified as the creator, proprietor and provider of the Program, and in no event shall BMC identify itself as a partner or joint venturer of HMS or HMX.

5. **Intellectual Property:** All materials delivered by or on behalf of HMS in connection with the Program, together with all copyright, trademark, trade dress, trade secret, patent and other proprietary rights therein ("HMS Intellectual Property") shall belong to Harvard University. BMC, its students, faculty or other representatives shall not reference HMS Intellectual Property in any material or in any medium without specific written consent. Subject to the foregoing, HMS grants to BMC the right of Participants to use the HMS Intellectual Property solely in the Program, as contemplated by this Agreement. BMC and Participants may not copy, record or videotape the Program or otherwise transmit HMS Intellectual Property to any third party unless permitted by HMS. BMC shall be responsible for ensuring that the Participants comply with the provisions of this Section 5 and will take all steps necessary, at its sole cost and expense, to terminate any unauthorized use and pay for any associated cost or liability.

6. **Effectiveness:** This agreement shall be effective only upon its execution by an authorized representative from each of HMS and BMC.

7. **Governing Law:** This Agreement and all agreements relating hereto shall be governed and interpreted by the laws of The Commonwealth of Massachusetts, without giving effect to the conflicts of laws principles thereof.

8. **Limitation of Liability**: IN NO EVENT SHALL HARVARD UNIVERSITY, HMS OR THEIR AFFILIATES, OFFICERS, EMPLOYEES, COURSE DIRECTORS, FACULTY OR MEMBERS OF GOVERNING BOARDS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER IN CONNECTION WITH CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE PROGRAM, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Disclaimer of Warranties.** HMS DOES NOT WARRANT THE PERFORMANCE OR RESULTS (i) OF THE PROGRAM; (ii) OF ANY HMS OR THIRD PARTY PLATFORM OR OTHER TECHNOLOGY USED TO DELIVER THE PROGRAM; OR (iii) THAT BMC OR PARTICIPANTS MAY ACHIEVE OR OBTAIN THROUGH HMS COURSES. HMS DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) REGARDING ITS COURSES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. **Term and Termination:**

a. The term of this Agreement shall begin as of the Effective Date (defined below) and shall continue until each Program has been delivered and assessments and evaluations complete, unless sooner terminated under this Term and Termination Section or extended by written agreement of the parties.

b. Either party shall be entitled to terminate this Agreement immediately (and the services contemplated hereby) by written notice to the other if such other party has breached or otherwise failed to observe a material obligation imposed upon it by this Agreement, and such breach is irremediable or has continued unremedied for a period of at least thirty (30) days following the non-breaching party's written notice to the breaching party that such breach or failure has occurred. Full payment shall be due to HMS by BMC if HMS terminates any module following Program launch as a result of breach by BMC.

c. HMS may terminate this Agreement on thirty (30) days prior written notice without liability or penalty; provided that, if Participants have registered for, but not yet completed, the Program before the termination of this Agreement, and payment for such Participants has been made in full, HMS and BMC will cooperate to provide the Program to such Participants.

11. **Force Majeure:** HMS shall not be liable for any failure to perform its obligations or delay in the performance thereof as a result of any event or cause beyond HMS' reasonable control, including but not limited to government regulation, fire, flood, earthquake, elements of nature or acts of God, labor disputes, political instability, acts of war, terrorism, riots, civil disorders or rebellions or other revolutions.

12. **Non-discrimination**: Discrimination with respect to any aspect of the Program on the basis of race, color, gender or gender identity, sexual orientation, national or ethnic origin, religion,

age, health condition or disability, political beliefs, or veteran status, shall be grounds for termination of this Letter of Agreement by either Party.

13. **Compliance with Laws**: The Parties shall comply with all applicable local and national laws in the implementation of this Letter of Agreement, including, where necessary, securing approvals from relevant authorities. In particular, the parties will comply with all applicable anti-corruption and anti-bribery laws, including without limitation the US Foreign Corrupt Practices Act of 1977, as amended. BMC represents and warrants to HMS (i) that neither BMC nor any Participant is, or at the start of the Program will be, on any prohibited party list maintained by the U.S. Government or otherwise precluded by United States law from participating in the Program and (ii) the entering into and performance of this Agreement by BMC (including, without limitation, the provision of the Program to Participants hereunder) will not violate or conflict with any law or regulation of Saudi Arabia or any of its political subdivisions and will not require any filing with or approval by any governmental entity of Saudi Arabia.

14. **Miscellaneous:** Neither Party to this Agreement may assign the Agreement, or any rights or obligations hereunder, without the prior written consent of the other. This Agreement constitutes the entire agreement between the parties hereto with respect to the Program, and supersedes all prior written agreements, commitments or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against which enforcement of the amendment, modification or discharge is sought. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be executed through the use of separate signature pages or in counterparts, and each of such counterparts shall constitute one agreement binding both parties, notwithstanding that both parties are not signatories to the same counterpart. Sections 4, 5, 7, 8, and 9 shall survive expiration or earlier termination of this Agreement.

[remainder of page intentionally left blank]

AMBOSS

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Batterjee Medical College
Medicine Program
P.O. Box 6231
North Obhur, Jeddah
Prince Abdullah Al-Faisal Street
21442 Jeddah, Saudi Arabia

INVOICE

[redacted]

Thank you for your order. Included are the following charges:

Pos	Article	Description	Quantity	Unit	Tax	Price	Amount $
1	34	AMBOSS Plus English (Unlimited Library and Unlimited Questions per month per student) for 638 students at BMC.	[redacted]				
2		AMBOSS Plus English (Unlimited Library and Unlimited Questions per month per student) for 308 students at BMC in M1 and M2.					

This concerns the provision of services rendered by electronic means for which the service recipient owes VAT (§13b UStG reverse charge procedure).
The net amount is free of any taxes. The Client has to pay the agreed net amount in full to the Provider. Any fees, withholdings and taxes, including the VAT, which are charged in Saoudi Arabia, have to be paid additionally by the Client and if possible directly to the respective local authorities.

13/10

Dr. Osama Adnan Kensara
BMC Dean

Please transfer the invoice amount to the account below within 60 days, with the invoice number as a reference.

Managing Directors:
Dr. med. Madjid Salimi
Dr. med. Nawid Salimi
Benedikt Hochkirchen

Commercial register:
Register court: District court
Charlottenburg (Berlin)
Register number: HRB 209607 B
Sales tax-ID number: DE 812 958 640

Bank details:
Deutsche Apotheker- und Ärztebank
SWIFT: DAAEDEDDXXX
DE39 3006 0601 0061 1310 87
Routing number: 30060601
Account number: 0061131087

Batterjee Medical College
For Science and Technology
BMC

GOETHE INSTITUT

Memorandum of Understanding between
BETTERJEE MEDICAL COLLEGE, KSA
Represented by Dr. Osama Kensara (CAEO)

Hereinafter referred to as 'the University"

&

Goethe-Institut Saudi Arabia
Ash Shaikh Mohammad Ibn Salih Al Uthaymin Str.
Umm Al Hamam Al Gharbi
Riyadh Province 12324

Represented by Katarzyna Wielga-Skolimowska (Director)

Hereinafter referred to as "the Institute"

PREAMBLE

The Goethe-Institut (herein referred to as Institute) is the cultural institute of the Federal Republic of Germany with a global reach. We promote knowledge of the German language abroad and foster international cultural cooperation. We convey a comprehensive image of Germany by providing information about cultural, social, and political life in our nation. Our cultural and educational programmers encourage intercultural dialogue and enable cultural involvement. With our network of Goethe-Institutes, Goethe Centers, cultural societies, reading rooms, and exam and language learning centers, we have been the first point of contact for many with Germany for almost seventy years.

Batterjee Medical College (herein referred to as University) has been dedicated to the commitment of delivering a resounding message with the end in mind of excellence since 2005. In order to achieve this end, BMC is exerting all efforts to fulfill its mission and achieve its goals while maintaining a high level of quality by strictly complying with accreditation standards set by the Ministry of Education.
BMC has always been interested in learning from the successful experiences of others and taking advantage of the knowledge from national and international reputable universities by making agreements and cooperation with prestigious universities around the world, such as the agreement between BMC and Maastricht University. BMC received the Best Educational Project Award in the Middle East and North Africa in 2010, was recognized by the World Health Organization (WHO), and was placed in the directory of IMED – FAIMER.

Batterjee Medical College
For Science and Technology
BMC

GOETHE INSTITUT

The University and the Institute would like to collaborate aiming to provide opportunities for learning German in the Kingdom of Saudi Arabia. The parties wish to collaborate on providing German language courses and exams on the following terms:

1. OBLIGATIONS OF THE INSTITUTE:

1.1. The Institute will offer the University to be a partner in Jeddah, Asser (start 2022), Riyadh (start 2023) and Dammam (start 2024).

In the Asser region, a special focus will be placed on online courses.

1.2. The Institute will offer the University be an exclusive partner for German language courses and exams in Dammam (start 2023). and Asser region (start 2022).

1.3 The Institute will provide the University with all Equipment for the german classroom in Jeddah. (Chairs, Tables, technical staff)

1.4. The Institute will establish the University as the exclusive examination center in the Dammam region and the Asser region after the first year of this contract and as an examination center in the Jeddah region after the first year of this contract.

1.5. The Institute grants the University a share of 10% of the Institute's Saudi price list in Saudi Arabia for each exam candidate at the University who receives the internal very low price for exams.
For examination participants from outside the University and the Institute, the external examination price is calculated and the University is granted 20% of this.

The agreed revenue share will be transferred to the BMC within 2 weeks after the examination has been carried out to the named university bank account.

1.6. The Institute grants the University a share of 20% of the Saudi price list for every student of the German courses who are registered to learn the German language via the Institute on the campus of the University.

1.7. The University will not charge the Institute any additional costs.

1.8. The Institute will cooperate with the University in cobrand activities.

1.9. The Institute will offer the University's students a summer camp for 4 weeks (June/July 2023 - if there are no Corona-related restrictions) in Jeddah and Asser, in which they can intensively learn the German language with a native teacher. The Institute grants the University a share of 20% of the offer.

1.10. The Institute will support 4 students from the BMC University to learn the German language in Jeddah for summer camp with 50 % for each year (starting in June/ July 2023), if a minimum number of 10 participants is reached at the summer camp.

1.11. The percentage agreed between the two parties will be paid to BMC College within 2 weeks after the starting date of the course for each student after registration in the institution and receiving the student ID card.

1.12. The Institute will provide all promotional materials to the University in order to promote the Institute for Efficient Enrolment of students.

1.13. The Institute is to scout and encourage prospective students to study at the University.

1.14. The Institute will distribute the University's marketing materials to students upon the University requirement.

1.15. The Institute will start the class when there are 10 – 24 students.
If there is a minimum of 20 participants per course, 2 BMC staff members receive a "free place" for the respective course.
If the institute and BMC decides to start a course with 7 to 10 participants, the BMC will receive a revenue share for the corresponding registered number of participants.

1.16. The Institute will help in connecting the DAAD and the University to a future elective German course after the successful introduction of DaF for health care students (start January 2023).

1.17. The institute will offer German courses with a focus on tourism if there is sufficient demand among the students of BMC.

1.18. The institution must provide BMC with periodic reports that include the numbers and names of students who are enrolled in the institute.

2. OBLIGATIONS OF THE UNIVERSITY:

2.1. The University will create awareness by means of publicity through media of all sorts for the Institute.

2.2. The University will fully support marketing to market this agreement (design, social media, and digital marketing) in collaboration with the Institute. All materials need to be approved by the Institute.

2.3. The University will provide the Institute with one fixed classroom for 15 students.

In addition, the BMC provides a second room with 20 examination places (with 1.50m spacing) for the examination dates agreed at the beginning of the year for the respective year.

The BMC makes the above-mentioned rooms available to the Institute from Sunday to Thursday from 8 am to 5 pm after appropriate arrangement.

2.4. The University will allow the Institute to fix, and distribute its marketing materials within the campus.

2.5. The University will provide promotional materials to the Institute in order to promote the University for Efficient Enrollment of students.

2.6. The University is to scout and encourage prospective students to study in the Institute.

2.7. The University will be affiliated with the Institute in all related marketing activities and will cooperate in cobrand activities.

3. Term and Termination:

The term of this Agreement is two (2) years commencing on the Effective Date. This Agreement can be extended for an additional one year.

4. Notices:

All communication relating to this Agreement containing any information inclusive of notice shall only be accepted if received in writing and conveyed by mail. All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery or (ii) the second business day after mailing or after sending by email. All notices shall be sent to the following:

a) If sent to Goethe-Institut SA:
For the attention of: Ms. Katarzyna Wielga-Skolimowska
Address: Riyadh, Saudi Arabia