

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is entered into this day of , 2015

BETWEEN

ASSOCIATION OF MALAYSIAN MEDICAL INDUSTRIES (Registration No. PPM-025-07-19031992), a society registered pursuant to the Societies Act 1966 and having its registered office at C/O Fastrack Corporate Sdn Bhd 51-13-A, Menara BHL Bank, Jalan Sultan Ahmad Shah 10050 George Town, Penang (hereinafter called “AMMI” or “Association”) of the first part;

AND

ABC SDN. BHD. (Co Registration No.) having its principal place of business at , Malaysia (hereinafter referred to as “Participating Company”).

(collectively referred to as “**Parties**”, and the expression “**Party**” shall refer to any one of them as the context dictates).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. DEFINITIONS

1.1 In this MOU, unless the context otherwise requires, the following expressions shall have the following meanings:-

“MOU”		This written agreement as may be amended from time to time by both parties upon agreement and schedules thereto
“Participants” “Talents”	or	means new employees who are university graduates in year 2014 or 2015 with bachelor degree, preferably with minimum CGPA of 3.0 and are selected by Participating Company as suitable participants into the Programme. The individuals must be Malaysian citizens, preferably residents within the Northern Region of Malaysia (Penang, Perlis, Kedah and Perak).
“Medtech Talent and Employment Programme” “Programme”	or	means the six (6)-month talent development programme comprising of medical device training courses and “on-the-job-training (OJT)” for new employees in participating companies.
“Participating Company”		means participating company which will select new recruits for participating in the Medtech Talent and Employment Programme with the aim of confirming them as permanent employees in the future.

2. DURATION OF AGREEMENT

- 2.1 The Parties hereto agree that the terms of this Agreement shall commence from the date of the execution of this Agreement until the last Participant completes his/her participation in medical device training courses and “on-the-job-training (OJT)” within six (6)-month period.

3. NUMBER OF PARTICIPANTS

- 3.1 The Programme targets to train a total of 50 participants in two batches (25 persons per batch). Participating Company is responsible for the selection of participants. The Parties hereto agree that AMMI Board of Directors have the sole discretion to determine the number of participants nominated by Participating Company.

4. PROGRAMME SCHEDULE

- 4.1 The Programme will commence with medical device training course to be held from July 2015 - December 2015 in staggered basis from Monday – Friday. On job training (OJT) will commence con-currently with the training.

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4.2 The breakdown of medical device training courses are as follows:

Module	Subjects	Duration (Days)
1	Medical Device Design Control	2
2	Process Validation for Medical Devices	5
3	Risk Management in Medical Device Manufacturing	2
4	Medical Device Sterilisation (EtO)	2
5	ISO 13485 Quality Management System	5
6	ISO 13485 Internal Auditing	2
7	CE Marking and EU Medical Device Directive	2
8	FDA Good Manufacturing Practice (21 CFR Part 820)	4
9	FDA Quality System Inspection Technique (QSIT)	2
10	Malaysian Good Distribution Practice for Medical Devices (GDPMD)	2
11	Medical Device Classification and Labelling	1
12	Post Market Surveillance, Vigilance and Adverse Event Investigation	1
13	Team Building	2
	Total duration	32

5. AGREEMENT

- 5.1 AMMI serves as the implementation organisation to spearhead the Medtech Talent and Employment Programme subject to the terms and conditions herein in this MOU.
- 5.2 The Parties hereto agree to enter into this MOU and acknowledge that their individual contributions, obligations, mutual exchange of promises and consideration for all services, work and/or remittances one to another are meant to be legally binding and are as set forth in this MOU.
- 5.3 The Parties acknowledge that the Participating Company shall:

- 5.3.1 identify, interview and select **qualified Participants** into the Medtech Talent and Employment Programme and ensure that the Participants fulfill the relevant entry requirements
- 5.3.2 provide a letter to AMMI on nominating the selected Participants who will be paid a minimum of RM2,000 per month during the six (6)-month period. The letter shall include attachment of photocopies of identity card and graduation certificate in year 2014.
- 5.3.3 designate an experienced coach or mentor or both to guide, assist and mentor the participants for the six (6)-month period as per scheduled.
- 5.3.4 allow the Participants to work on real-time projects during the six (6)-month period.
- 5.3.5 provide the monthly progress report on the participants to AMMI which include:
 - (i) Progress of the Participants;
 - (ii) List of in-house training attended by the Participants;
 - (iii) Competency Assessment;
 - (iv) Performance Report of the Participants; and
 - (v) Attendance.
- 5.3.6 commit to convert the selected participants into permanent employees of the Participating Company after the Programme. Nevertheless the Participating Company has the flexibility to convert the Participants to permanent placements before completion of the six (6)-month period. The Participating Company shall provide a letter to AMMI upon confirmation of the permanent placements after the Programme.
- 5.3.7 oblige to replace the selected Participant in the event the Participating Company removed any of the Participants or the Participant unilaterally withdraws during the stage of the medical device training course of the Programme. The Participant's place may be replaced PROVIDED ALWAYS that AMMI shall only be liable to the replacement Participant for the remainder of the training meant for the Participant he/she replaced.
- 5.3.8 oblige to accept any pro-rated training grant reimbursement decided by AMMI in the event the Participating Company removed any of the Participants or the Participants unilaterally withdraws during the stage of OJT of the Program.
- 5.3.9 not employ the Participants undergoing the same Programme with the other Participating Companies during the twelve (12)-month period.
- 5.3.10 pay the Participants a minimum of RM2,000 per month during the six (6)-month period.
- 5.3.11 provide the Participants with the necessary insurance coverage during the six (6)-month period.
- 5.3.12 ensure the Participants attend all the training programmes and impose the necessary in-house disciplinary action in the event that the Participants fail to

attend any scheduled training sessions for more than two (2) consecutive working days for whatever reasons, other than medical or compassionate grounds.

5.4 The Parties acknowledge that AMMI shall:

- 5.4.1 act as the implementation organisation for the Medtech Talent and Employment Programme and will be responsible for the financial administration of this Programme.
- 5.4.2 identify the Programme framework and work on the procedure hand-in-hand with the Participating Company.
- 5.4.3 offer and conduct the medical device technical training programmes.
- 5.4.4 prepare sufficient training materials and suitable training venue.
- 5.4.5 ensure that AMMI's training provider shall be responsible for the entire content of the training programmes and shall, at all times, be competent and qualified to ensure that the programmes are conducted successfully.
- 5.4.6 represent to Participating Company that upon completion thereof, the Participants shall be accredited for participating in the Programme or for the subject/module of the Programme participated.
- 5.4.7 sign separate training grant agreements with participants to ensure their commitment and full attendance.
- 5.4.8 not be responsible for any mishap that may occur to the Participant who is placed under the Participating Company during / throughout the Programme. The AMMI training fund allocated do not include insurance coverage for the selected Participants.
- 5.4.9 reimburse a total of RM4,800 training grant per participant (RM800 per month for 6 months) to participating Participating Company upon receiving confirmation letter from Participating Company on confirmation of permanent employment after successful completion of the Programme by the selected Participant.

5.5 Each Party (AMMI and the Participating Company) retains their respective Intellectual Property (IP) of all original course material provided for this Programme. Any reproduction of the said original course material is prohibited without prior written agreement from one Party to the other Party.

6. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 6.1 Throughout the subsistence of this Agreement and at all times thereafter, each Party shall safeguard and treat as confidential all proprietary and/or confidential information arising out of this Agreement or relating to the Programme, or operations of the other Party including its intellectual property, technical know-how and expertise and shall not disclose or permit any such information to be disclosed to any person, body corporate or entity in any manner

detrimental to the interest of either Party PROVIDED HOWEVER THAT such information may be disclosed where it is disclosed by that Party to any governmental or other authority or regulatory body to the extent reasonably necessary as required by law PROVIDED that the Party shall seek to ensure that the authority or body in question will keep the same confidential and does not use the same except for the purpose for which the disclosure is made.

- 6.2 Any press/media release or announcement relating to the existence, the signing or subject matter of this Agreement shall be agreed in writing beforehand by all Parties hereto.

7. BREACH AND TERMINATION

- 7.1 This Agreement may be terminated prior to the expiry of the Contract Term by any Party by a notice in writing to the other parties in the event that one other Party;

7.1.1 commits a breach of any of the material terms or conditions of this Agreement and the Party has failed to rectify or remedy such breach within thirty (30) calendar days from the date of receipt of a notice in writing from the other Party requiring it to rectify or remedy such breach; and/or

7.1.2 enters into liquidation whether compulsorily or voluntarily or compound with their creditors or suffers any similar action in consequence of debt; and/or

7.1.3 ceases to operate; and/or

7.1.4 has engaged in corrupt or fraudulent practices in competing for or in executing any part of this Agreement and/or in its fulfilling any of its obligations under this Agreement. For the purpose of this clause, "corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

8. GOVERNING LAW

- 8.1 This MOU shall be governed by the laws of Malaysia without reference to principles of conflict of laws.

9. NOTICES

- 9.1 Any notice, request, consent or any other documents made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following addresses:-

For AMMI:

Association of Malaysian Medical Industries (AMMI)
C/O Medsociate Sdn Bhd

MOU

Medtech Talent and Employment Programme

5th Floor (Info Kinetics), Gleneagles Penang,
No.1, Jalan Pangkor, 10050 Penang, Malaysia
Email: secretariat@ammi.com.my

Attention : Secretary
(or such other person as notified by AMMI in writing)

For Participating Company:

ABC Sdn Bhd

Address

Email

Attention : Name
Director / Manager, Human Resources
(or such other person as notified by Participating Company to AMMI in writing)

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IN WITNESS WHEREOF the parties hereto have agreed to put their hands on the day and year first above written.

SIGNED for and on behalf of)
Association of Malaysian Medical)
Industries (AMMI))
By Hitendra A/L Dalpatram Joshi)
Chairman)

In the presence of:

Christophe Marque
Acting Secretary of the Board

SIGNED for and on behalf of)
ABC Sdn Bhd)
By **Name**)
Position)
)

In the presence of

Name
Position