

MEMORANDUM OF UNDERSTANDING

Between

American Heart Association (AHA)

and

The Japanese Society of Pediatric Cardiology and Cardiac Surgery (JSPCCS)

BACKGROUND / PREAMBLE:

The American Heart Association's Council on Cardiovascular Disease in the Young (CVDY) and the Japanese Society of Pediatric Cardiology and Cardiac Surgery (JSPCCS) (together, the Parties) are interested in collaborating on a Young Investigator Exchange Program for young pediatric cardiology researchers focused on clinical research or the observation of patients (the Program).

PURPOSE & ACTIVITIES:

It is the intention of the parties to exchange early-career researchers by mutual consent under the following terms and conditions that will be finalized by agreement of the Parties before the Program is announced:

- 1) Eligibility of Applicants.
 - a) Applicants for the exchange program should be a member of the respective nominating organization
 - b) Each applicant should commit to a residential duration of 4 weeks or more
 - c) Applicants must have the ability to communicate with mentors in English
 - d) Recommendation letters from each organization and the applicant's employer or working institute are necessary for application acceptance and approval.
 - e) Applicants must be in the early stages of their professional careers as researchers.
 - f) Applicants must be eligible for travel to the other country and must obtain their own travel authorizations as well as be able to provide their own round-trip transportation, living expenses, necessary textbooks, medical insurance, health service fees and other personal expenses including all debts incurred during their stay.
 - g) Applicants must commit to delivering a report to both Parties in English within 8 weeks of their return to their home country (unless a written extension is granted for good cause shown) that describes their experience and observations while observing all necessary privacy rules and obligations.
- 2) Scope of the Program.

The Parties will undertake to identify research institutions in each country that will host visiting researchers described in this program. Research institutions should have a significant level of research related to cardiovascular diseases (CVD) and, ideally, a strong focus on the impact of CVD in children and younger people. Once at least one host institution on each side has committed to accept an exchange researcher, the Parties will begin promoting the Program to potential participants about the available positions.

3) Responsibilities of the Parties

The Parties will each be responsible for their own costs of participation, management of risks and liabilities, and compliance with applicable laws.

OPERATION OF THE PROGRAM:

The Program will be designed by subsequent agreement of the parties, but it is expected that the Parties will:

- 1) Obtain commitments from host institutions in each country to accept researchers in this Program for 4-8 week observational visits
- 2) Pay roundtrip, coach class airfare for each participant selected to travel to its country, plus a small stipend, depending on what is supplied by the host institution
 - a. AHA agrees to cover the exchange program fee for an American young investigator (2,500 USD including round-trip airfare and stipend)
 - b. JSPCCS agrees to cover the exchange program fee for a Japanese young investigator (200,000 JPY including round-trip airfare and stipend)
- 3) Recruit and nominate participants based on eligibility and other factors.
- 4) Deliver to the other party the applicant's curriculum vitae ("CV") or similar professional profile for review no later than August 31 of each year after the Program is operational.
- 5) Select exchange program participants under its own criteria from the nominees provided by the other party. Both parties should present acceptance applicants and their contact address to the lead of the two organizations sixty (60) days after the signing of this document. More time may be granted by mutual consultation of the two organizations.
- 6) Appeal within fifteen (15) calendar days the rejection of a nominee or submit another candidate for consideration to the other party within that time.
- 7) Complete the selection and notification process no later than September 30 each year.
- 8) Place one participant with an appropriate medical providers each calendar year, beginning in 2016, subject to increasing by mutual agreement in subsequent years.
- 9) Inform the selected participants as soon as reasonably possible of the host institution's requirements and policies relating to visiting observers, if not already provided during the participant recruitment process, and collect any additional information that the host institution may require to permit the visit, campus access, etc.
- 10) Assist participants with emergency needs during their assignment.
- 11) Identify ways to improve the Program in subsequent years.

The hosting institutions that accept the young investigator should provide housing accommodations but no other funds. Accommodations may be dormitory, residential house or similar appropriate form.

STATEMENT OF RELATIONSHIP:

The Parties agree to only use each other's names and logos after prior authorization, in order to ensure proper use. Any approved use of the AHA logo by JSPCCS or the JSPCCS logo by AHA shall be accompanied by the following statement of relationship:

The Young Investigator Exchange Program is a collaboration between the Japanese Society of Pediatric Cardiology and Cardiac Surgery and the American Heart Association's Council on Cardiovascular Disease in the Young (CVDY).

EVALUATION OF RELATIONSHIP:

The Parties agree to review the success of the Program at least every 12 months to ensure that it is operating as intended, address any changes needed, and determine whether to continue the Program for another year. Such meetings may be by video conference, telephone conference or other mutually-agreed-upon method.

This MOU is subject to revision by mutual agreement. In that case, only be effective after mutual consultation in order to avoid any possible inconvenience to either organization.

This MOU may be terminated by one or both of the organizations upon submission of a request for its cancellation three months in advance.

TERM/DURATION:

This MOU shall be effective as of April 1, 2016 and will remain in effect through March 31, 2018. The MOU may be extended for additional periods of up to one (1) year by mutual written agreement of the parties. It may be terminated at any time without liability by either party upon written notice three months in advance to the other party.

CONTACTS AND COMMUNICATIONS:

All communications regarding the operations of the Program will be sent to:

<p>American Heart Association/CVDY</p> <p>Dr. William (Bill) Mahle Emory University School of Medicine Children's Healthcare of Atlanta 2835 Brandywine, McGill Building, Suite 300 Atlanta, GA 30341 USA</p> <p>Email: mahlew@kidsheart.com Cell: (404) 694-1682 Phone: (404) 785-1672</p>	<p>Japanese Society of Pediatric Cardiology and Cardiac Surgery (JSPCCS)</p> <p>Satoshi Yasukochi, MD President, JSPCCS International Liaison e-mail:mapleyasukochi@gmail.com</p>
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Notices or other contract communications such as notice of termination will be sent to the individuals who sign this MOU. Any communication or notice may be by email and will be effective upon receipt by the recipient.

MISCELLANEOUS:

The exchange specifications mentioned above are initial criteria and will be finally determined through mutual consultation between the Parties and specified in writing and appended to this MOU.

Nothing shall diminish the full autonomy of either, nor will any constraints be imposed by either upon the other in carrying out this MOU. Nothing in this MOU restricts either party from participating in similar programs with other organizations.

This MOU shall come into effect upon signature of this document by representatives of both Parties.

Two copies of this MOU shall be made, one to be held by each party, and both shall serve as original. The Parties agree to accept digital, electronic, and facsimile signatures the same as original signatures.

If any legal dispute arises, the law of the United States and State of Texas, without regard to conflict of laws provisions, will govern this MOU.

Neither party will be liable to the other party for any damages, losses, costs, expenses, fees or other liabilities whatsoever, regardless of the type, name, purpose or cause.

SIGNATURE BLOCK:

AGREED:

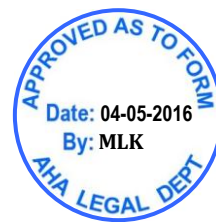
American Heart Association, Inc.

By: _____

Print Name: Gayle R. Whitman

Title: SVP, Science Operations, American Heart Association

Date: _____



Japanese Society of Pediatric Cardiology and Cardiac Surgery (JSPCCS)

By: _____

Print Name: Satoshi Yasukochi, MD

Title: President

Date: _____