Memorandum of Understanding Between ACCES and CMBES/SCGB

This Memorandum of Understanding is made this day of May 26, 2015 by the

Canadian Medical and Biological Engineering Society/Societe Canadien de Genie biomedicale
(CMBES/SCGB), and the

Atlantic Canada Clinical Engineering Society (ACCES).

The purpose of the MoU is to describe the terms of agreement between CMBES/SCGB and ACCESS concerning reciprocal arrangements for membership benefits between both organizations. The intent is to foster better communication between the organizations and subsequently foster better problem solving and synergies regarding common issues in biomedical engineering.

A. Membership and Education Activities

Both organizations shall offer a 50% discount to the members of the other society. The membership status will be confirmed at the time of registration on membership for a member of one society. Members who choose to also join the other society will not be entitled to the other member’s sign up bonuses such as T-shirts. The discount will be extended to the following year(s), as long as the individual maintains membership status in the original organization.

Both organizations will offer complimentary exhibit booths at each other’s conference or seminar.

Both organizations will consult with each other regarding the scheduling of conference and webinars to ensure they do not conflict, whenever possible.

B. Promotion and Recognition

During the term of this MOU, both CMBES/SCGB and ACCES shall identify, acknowledge and promote each other’s societies by:

- Placement of the other society’s logo and link on their respective websites. It is the responsibility of each society to provide the appropriate artwork for the other society.
- Reference and placement of this MOU on the society’s websites for the benefit of members.
- Placement of each other’s logos at events shared by both societies.

C. Entire Agreement

This agreement constitutes the entire agreement between CMBES/SCGB and ACCES and replaces all prior agreements, both oral and written. This MOU may be amended only by written agreement and executed by both societies.
D. **Indemnification**

Each organization agrees to indemnify, save, and hold harmless the other and its director, officers, employees, attorneys, agents, representatives and assign, from and against any and all claims, actions demands, losses, damages, judgments, settlements, cost and expenses and liabilities of every kind and character, whatsoever, which may arise by reason of the inaccuracy or breach by each other of any part of this MOU. The provisions of this Paragraph shall survive any termination or expiration of this MoU.

E. **Termination**

This agreement may be terminated by either party upon the material breach of this MOU by the other party, provided, the other party gives the breaching party written notice of such breach and affords the breaching party thirty (30) days within which to cure, if possible, such breach.

F. **Governance**

This agreement shall be governed by and constructed in accordance with the Laws of Nova Scotia, without regard to its conflict of law provisions and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

By: Martin Poulin, President

CMBES/SCGB

[Signature]

By: John Inch, President

ACCES

[Signature]

16 June 2015

May 26, 2015