

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN MEDICAL AND BIOLOGICAL ENGINEERING SOCIETY
AND
L'ASSOCIATION DES PHYSICIENS ET INGENIEURS BIOMEDICAUX DU QUEBEC**

This Memorandum of Understanding (MoU) is made this day of Feb. 8, 2011 by and between the **Canadian Medical and Biological Engineering Society (CMBES)**, a nonprofit organization exempt from federal taxation under Section 149(1)(1) of the ITA, with its principal place of business at P.O. Box 51023, Orleans, Ontario, K1E 3W4 and the **l'Association des physiciens et ingénieurs biomédicaux du Québec (APIBQ)**, a nonprofit organization exempt from federal taxation under Section-149(1)(1) of the ITA, with its principal place of business C.P. 147, Succ. St-Jacques MONTRÉAL Québec H3C 1C5

The purpose of this MoU is to describe the terms of the agreement between CMBES and APIBQ concerning reciprocal arrangement for membership benefits between both organizations.

Under this MoU, both CMBES and APIBQ shall recognize each others members for the sake of extending membership benefits to the other's members who may not be members of both organizations.

A. Membership, Educational activities and materials

1. Both organizations shall offer a membership fee discount of 50% (fifty percent) to the members of other society. The membership status will be confirmed at the time of the application. The discount will be extended to the following year(s) as long as the individual maintains this membership status with the original organization.
2. Both organizations shall provide complimentary exhibit booth at each other's conference or seminar.
3. Both organizations shall consult each other on conference dates to avoid holding such events on the same dates, whenever possible.

B. Promotion and Recognition

During the term of this MoU, both CMBES and APIBQ shall identify, acknowledge and promote each other by:

- Placement of each organization's logo on the other's website for the benefit of members. It is the responsibility of each organization to provide their copies of all the necessary logo materials to the other organization.
- Brief description and placement of each organization's link on the other's website
- Reference and placement of MoU on each organization's website for the benefit of members
- Placement of each other's organization logo at all occasions that fall under this MoU

- Promotion of each others events. All materials for website and events shall be reviewed and approved in writing by the originating organization.

C. Entire Agreement

This MoU constitutes the entire agreement between CMBES and APIBQ regarding the events and educational materials and supersedes and replaces all prior agreements, oral and written, between the parties relating thereto. This MoU may be amended only by written agreement and executed by both CMBES and APIBQ.

D. Indemnification


Each organization agrees to indemnify, save, and hold harmless the other and its director, officers, employees, attorneys, agents, representatives and assigns, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs 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 fifteen (15) days within which to cure, if possible, such breach.


I. Governance

This agreement shall be governed by and constructed in accordance with the Laws of Ontario, 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: 

Murat Firat, President
Canadian Medical and Biological Engineering Society

Feb. 8, 2011
Date

By: 

Gnahoua Zoabli, Président
Association des physiciens et ingénieurs biomédicaux du Québec

22 janvier 2011