

## Memorandum of Understanding Among Sociedad Argentina de Radiologia And parican Instituta for Padiologic Patholog



American Institute for Radiologic Pathology

This Memorandum of Understanding ("MOU") is effective on date of last signature below among the Sociedad Argentina de Radiologia (SAR) and Federacion Argentina de Radiologia (FAARDIT), both professional societies located in Argentina, acting as one for this purpose and henceforth referred to as SAR/FAARDIT; and American Institute for Radiologic Pathology (AIRP), a nonprofit corporation with its principal place of business at 1891 Preston White Drive, Reston VA USA 20191-4326.

- 1. <u>Purpose</u>. The parties will collaborate to present and support a radiologic-pathologic course ("Course") during the Argentine Congress of Diagnostic Imaging 2018, in Buenos Aires on September 27-29, 2018.
- 2. <u>AIRP Responsibilities</u>. AIRP will provide the following to support the Course:
  - a. Airfare (one economy class fare) with all taxes and associated fees for one faculty.
  - b. AIRP will create a financial report (invoice) and provide the report to SAR/FAARDIT within sixty (60) days of course's end date.
  - c. AIRP advertisement of the course on its web site. AIRP will extend a 2-for-1 tuition discount for three years (2018-2020) to all SAR/FAARDIT residents who wish to attend the AIRP 4-week course in Silver Spring, Maryland. There is no limit to the number of residents who can participate in the offer. For example, SAR/FAARDIT, may send four (4) residents for the price of two (2); six (6) for the price of three (3).
  - d. AIRP will send to SAR/FAARDIT's winner of the Best Case competition a free seat to one of AIRP's 4-week courses.
  - e. AIRP will send to the SAR/FAARDITs finalists of the Best Case competition a fifty (50) percent discount code to use with their registration.
- 3. <u>SAR/FAARDIT Responsibilities</u>: SAR/FAARDIT will provide the following to support the Course:
  - a. All ground transfers within Argentina related to the SAR/FAARDIT conference with all associated taxes and fees.
  - b. Five Hundred Dollars (\$500 US) for faculty to cover meals; ground transportation to and from U.S. airports and reciprocity fee.
  - c. Hotel accommodations with internet and all associated taxes and fees for four (4) nights in Buenos Aires, Argentina.
  - d. Advertising opportunities such as recruitment to AIRP courses, emails of course attendees for AIRP newsletter subscription, booth space at course, and display of the AIRP logo between lectures and during breaks.
  - e. SAR will send to AIRP the name of the SAR/FAARDIT's Best Case winner.
  - f. SAR will send to AIRP the names of the finalists for SAR/FAARDIT's Best Case competition.
  - g. Logistical and IT support for the Course.
  - h. Faculty course dinner.
  - i. Ten (10) percent administrative fee on Course expenses that AIRP incurs.





- 4. SAR/FAARDIT will commit to send the same number of residents per year to the AIRP 4-week course (using the 2FOR1 special) as the number of AIRP faculty presenting at SAR/FAARDIT.
- 5. Term and Termination. The term of this Agreement will be one (1) year from this Agreement's effective date. Any party may terminate on ninety (90) days' written notice to one another by any reasonable business means. If SAR/FAARDIT terminates the Agreement before the Course occurs, it will reimburse AIRP for all expenses that AIRP will have incurred, including but not limited to, airfare.
- 6. Intellectual Property. AIRP will own all Course content, including materials that it will provide to attendees.
- 7. Accounting. The parties will conduct a final Course accounting within sixty (60) days after the Course completes to resolve outstanding budgetary matters.
- 8. Entirety. This MOU constitutes the entire understanding and agreement between the parties regarding the collaboration. Both parties must write and sign any additions or amendments to this MOU.
- 9. Understanding. All parties fully understand their legal rights, responsibilities and obligations under this MOU and accept them as legally binding.
- 10. Governing Law and Dispute Resolution. In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce Alternative Dispute Resolution (ADR) Rules. If the dispute has not been settled according to those Rules within forty-five (45) days following the filing of a Request for ADR, or within such other period as the Parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed according to these Rules of Arbitration. The seat, venue or legal place of the arbitration shall be London, England. The language to be used in the mediation and in the arbitration shall be English.

American Institute for Radiologic Pathology

Sociedad Argentina de Radiologia

Chief Operating Officer

DATE

American College of Radiology for AIRP

Dr. Juan Carlos Mazzucco

Presidente

DATE 7/16/2018

Sociedad Argentina de Radiologia

Email: secretaria@sar.org.ar

Aux.

Dr Luis Fajre FAARDIT President Email: juan@faardit.org.ar Mark D. Muyeley M.D.

7/16/2018

Mark D. Murphey, MD Physician in Chief **DATE** 

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7/16/2018

DATE

Donald E. Hatley, Jr.

DATE

Director

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