Mutual Collaboration and Assistance Agreement

This Mutual Collaboration and Assistance Agreement (the "Agreement") is made effective December 03, 2020 (the "Effective Date"), by and between the American College of Clinical Engineering ("ACCE"), with a principal place of business at 19825 N Cove Rd, #175, Cornelius, NC 28031– USA and the Sociedad Española de Electromedicina e Ingeniería Clínica ("SEEIC") with a principal place of business at Calle Castelló,128, Chamartín, Madrid, 28006 – Spain, and together referred to as the "Parties" and each, a "Party."

WHEREAS, ACCE has the mission of: (i) to establish a standard of competence and to promote excellence in clinical engineering practice, (ii) to promote safe and effective application of science and technology in patient care, (iii) to define the body of knowledge on which the profession is based, and (iv) to represent the professional interests of clinical engineers.

WHEREAS, SEEIC has the mission of: (i) to promote the organization and professional standardization of the standards and requirements necessary for the correct application of electromedical equipment, (ii) to be the interlocutor before the public organisms and private entities of the professionals of the sector, and (ii) to establish protocols, documents and standardization procedures related to clinical engineering.

WHEREAS, ACCE desires to contribute to the improvement of health care worldwide through proper management and maintenance of health technology by: (i) helping to educate and secure recognition and support from health authorities, administrators and clinical colleagues in each country, (ii) helping to strengthen CE organizations and professionals in each country, (iii) helping to educate people worldwide about the importance of proper management and maintenance of medical technology for their care and safety, and (iv) sharing knowledge and experience through training and information exchange according to the local needs and using their preferred methods.

WHEREAS, SEEIC desires to contribute to health improvement by improving the management and maintenance of health technology by: (i) collaborating in the training of professionals in all fields related to clinical engineering, (ii) cooperating with different organizations of clinical engineers in each country, and (iii) promoting knowledge and exchange of international experiences for the study and resolution of scientific and technical problems.

NOW, THEREFORE, in consideration of the terms and conditions set out herein, the Parties hereto agree at follows:

1. Responsibilities of Both Parties

Each Party shall provide to the other Party at its own expense:

a. Except for voting, the same rights and benefits enjoyed by each Party's members to the other Party's members who are current with their membership dues and other

duties, such as discounts and access to events, publications, webinars, and other activities.

b. Complimentary promotion of each Party's activities on the other Party's website and publications.
c. Permission for each Party to use the other Party's name and logo on promotion of activities and request for funding to international and national organizations and companies, without committing the other Party's resources other than those specified herein or after receiving written approval, and acknowledging the other Party's official support as a collaborator.
d. Assistance to the other Party in developing its activities whenever requested.
e. Recommendation of speakers, panel moderators and consultants per the other Party's request.
f. Provide to the other Party, through its contact person(s), codes or other appropriate instructions for discounts and other benefits exclusive to each Party's members with updates as needed.
g. Provide each year to the other Party the information listed on Exhibit A.

2. Rights of Both Parties

Each Party shall have the following rights:

a. Include all the other Party's members who are current with their membership dues and other duties as each Party's members in its documents and marketing campaigns.
b. Appoint a member of each Party's International Committee or equivalent entity to participate in meetings of the other Party's International Committee or equivalent entity, however without the right to vote.
c. Consult directly with the other Party's members on issues of interest to each Party in the other Party's territory.
d. Distribute the other Party's marketing material at activities promoted by each Party without cost to the other Party.
e. Retain the intellectual property (IP) of all material provide to the other Party during the agreement and after its expiration. The IP shall be properly identified by copyright sign or patent information.

3. Expenses

The Parties agree to the following arrangement regarding expenses:

a. Except for the complimentary services and support specified above as responsibilities, each Party is fully responsible for the expenses associated with assistance it requests, such as travel expenses for speakers, panel moderators and consultants, honorary for the consultants, and the production and shipping costs of its own marketing material.
b. Each Party shall not charge the other Party any fees or management costs for recommendations for speakers, panel moderators and consultants.
c. Each Party shall negotiate directly with the recommended consultants the honorary for their work.

4. Representation and Communication

a. For routine information on meetings, educational activities and other general announcements, the Parties designate the following representatives to whom all communications should be sent:
   - If to ACCE: Secretariat at secretariat@accenet.org with a copy to International Committee Chair at internationalchair@accenet.org
   - If to SEEIC: Secretariat of International Committee at seeic@seeic.org

b. For communication related to concerns and disputes about this Agreement, the Parties designate the following representatives to whom all communications should be sent:
   - If to ACCE: International Committee Chair at internationalchair@accenet.org
   - If to SEEIC: Carlos Barba at seeic@seeic.org

c. Exceptionally, correspondence related to concerns and disputes about this Agreement may be mailed to the address set forth in the preamble to this Agreement with a copy to the email address indicated above.

d. Websites: The official website of the Parties are:
   - ACCE: www.accenet.org
   - SEEIC: www.seeic.org

5. Term

The term ("Term") of this Agreement shall commence on the Effective Date shown above and automatically renewed annually for a total of 5 (five) years unless terminated earlier as specified below.

a. Either Party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other Party.

b. In addition, either Party shall have the right to terminate this Agreement immediately if: (i) there is a material violation by the other Party of any provision of this Agreement which violation continues uncured for a period of thirty (30) days or more after written notice to the other Party specifying such violation, or (ii) the other Party ceases to do business or makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, a proceeding is filed against said Party to declare said Party a bankrupt, or said Party commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction.

Six months before the end of this Agreement, the Parties shall evaluate the progress achieved and decide how to proceed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed starting on the Effective Date.

ACCE

By: _____
Ilir Kullolli
ACCE President

December 03, 2020
Date

By: _____
Binseng Wang
ACCE International Representative

December 03, 2020
Date

SEEIC

By: _____
Antonio Manuel Ojeda Cruz
SEEIC President

03 December 2020
Date

By: _____
Carlos Barba Mir
SEEIC International Committee Chair

03 December 2020
Date