



Memorandum of Understanding
between
American Telemedicine Association (ATA)
and

Deutsche Gesellschaft für Telemedizin e. V. (DGTelemed)

1. PREAMBLE

1.1 Recognizing the mutual benefits to be gained through a cooperative program promoting telemedicine related activities related to DGTelemed, the American Telemedicine Association (ATA) and the DGTelemed have entered into this cooperation agreement.

2. OBJECTIVES

2.1 To undertake specific joint initiatives that build towards a strategic alliance between the ATA and DGTelemed that will coordinate the efforts of the organizations so as to advance the benefits, practice and value of telemedicine in a seamless, integrated and effective manner.

2.2 Success in this endeavor can be measured in terms of :

2.2.1 Broadened membership contacts, satisfaction, service and retention for each organization;

2.2.2 Increased membership in both ATA and DGTelemed;

2.2.3 Demonstrated, visible connection and recognition at industry and telemedicine/telehealth community levels of the collaboration between ATA and DGTelemed;

2.2.4 Increased levels of cooperation and collaboration between ATA and DGTelemed.

3. BASIC AGREEMENT

3.1 ATA and DGTelemed agree to :

3.1.1 Cross-promote each other's conferences through normal organization communication channels;

3.1.2 Jointly identify a cooperation spectrum for further development (to be completed by the respective Organization Management executives);

- 3.1.3** Meet together either in-person or electronically at least annually with representatives of the Executive and Management team in attendance;
- 3.1.4** Provide a complimentary conference registration for the official representative of each organization to facilitate Agreement Objective 3.1.3
- 3.1.5** When appropriate, assign or engage a representative of each party to this Agreement to assist with the development of the others conference program;
- 3.1.6** Provide the opportunity for recognition of award winners at each organization's Annual conference or other recognition events;
- 3.1.7** Plan and deliver joint events to support the advancement of telemedicine and telehealth

4. ADDITIONAL POTENTIAL AREAS OF COLLABORATION

- 4.1** Projects and activities under this Agreement may include any of the telehealth and telemedicine related activities of either the ATA or DGTelemed.
- 4.2** The additional potential areas of cooperation of this Agreement may include, but not be limited to, the following;
 - 4.2.1** Appoint member of members to appropriate and relevant committees.
 - 4.2.2** The development of joint statements (e.g. white papers, policy statements, information documents);
 - 4.2.3** The development of other collaborative telemedicine related projects and programs;
 - 4.2.4** The organization and conduct of joint scientific activities (e.g. courses, conferences, seminars, symposia or lectures); and
 - 4.2.5** The exchange of publications and other materials of common interest;

5. IMPLEMENTATION

- 5.1** In order to carry out and fulfill the aims of this Agreement, ATA and DGTelemed each assign an Agreement Coordinator (may be a member of their Organization Management Team or a Board Member) who shall manage the development and conduct of joint activities. The Agreement

Coordinators shall be responsible for the evaluation of activities under this Agreement according to the practices of their respective organizations, and reporting of the evaluation annually to their respective organizations.

5.2 Details of any specific joint activity or event shall be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing by the President and Staff Executive of each organization, shall become an integral part of the general Agreement. The SLOA shall include such items as: the responsibilities of each Party for the agreed upon activity, schedules for the specific activity, any related budgets and sources of financing, and any other items necessary for the efficient performance and completion of the activity.

6. DURATION, TERMINATION AND EVALUATION OF THE AGREEMENT

6.1 This Agreement shall become effective on the date that it is signed by both Parties and shall be valid for a period of five years, with annual reviews. The term may be renewed or extended by mutual consent. Any changes to this Agreement shall be subject to the written consent of both Parties.

6.2 A formal evaluation process shall be undertaken at the end of each year of the term of this agreement, considering progress to the objectives outlined above, and identifying specific actions/objectives for the coming year.

6.3 This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination or with three months notice following an annual review.

7. DISPUTE RESOLUTION

7.1 Any dispute arising under the terms of this Agreement shall be first resolved through discussion between the Parties.

7.2 Should the Parties fail to resolve the dispute through discussion, the dispute shall be referred to an independent mediator as agreed by both Parties. Each Party shall be responsible for its own costs associated with the mediation and costs associated with the mediator shall be equally shared by the Parties.

As witness to their subscription to the above Articles, the representatives of the ATA and DGTelemed have hereunto provided their endorsement.

For and on behalf of
AMERICAN TELEMEDICINE ASSOCIATION



ATA President

5/3/11

Date

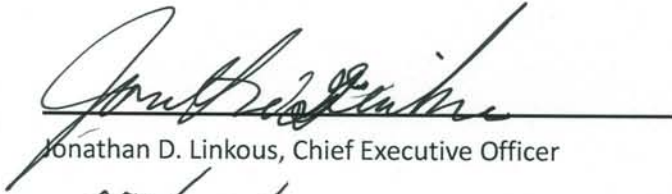
For and on behalf of
Deutsche Gesellschaft für Telemedizin e. V.



DGTelemed President

1/31/2011

Date



Jonathan D. Linkous, Chief Executive Officer

05/03/2011

Date



PD Dr. med. Guntram Ickenstein, Board Member

05/03/2011

Date