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Memorandum of Understanding

ADVANCED TRAUMA LIFE SUPPORT® (ATLS®) PROGRAM FOR DOCTORS

This document details the arrangements for a joint endeavor between the American College of Surgeons Committee on Trauma, its ATLS® Committee (hereinafter referred to as the "ACS") and the Society of Surgeons of Bangladesh (hereinafter referred to as "SSB") for the purpose of developing the Advanced Trauma Life Support® (ATLS®) Program for Doctors in Bangladesh.

1. Effective Date

The Memorandum of Understanding (MOU) will come into effect on the date the signatures of the appropriate representatives of the ACS and SSB have been affixed to page 5 of this document.

2. Conduct of Introductory Session

For the purpose of inculcation into the ATLS® Program and its organizational structure, the SSB will designate a group of individuals to attend an Introductory Session in Bangladesh that is presented by the International ATLS® Course Director and/or one of his designees. The content of this introductory program will consist of the history of the program, its organizational structure, quality assurance issues and responsibilities, cost factors, the importance of participation from recognized professional Educators, and the importance of training skilled Course Coordinators to facilitate course promulgation. Further logistics, including commencement dates of Initial Courses, type and number of Initial Courses, and selection of the course site and participants, should be determined at the introductory program. This Introductory Session, encompassing approximately 6 to 8 hours, will include a free interchange of ideas between the respective participants. The SSB will be responsible for the expenses related to this visit by the ACS ATLS® representative as specified in clause 4b.

3. Conduct of Initial Courses

- a. For the purpose of training and approving Instructors to conduct future ATLS® Courses in Bangladesh under the auspices of the SSB, ACS will

ACS/SSB

1

be responsible for conducting the Initial Courses in Bangladesh. The ACS will, for this purpose, send a minimum of (6) representatives comprising of 4 doctors, 1 educator, and 1 nurse coordinator (hereinafter referred to as the "Visiting Faculty").

- b. The Initial Courses will be conducted in accordance with the essential requirements established for the program by the ACS Committee on Trauma.
- c. The ACS will train a cadre of local Instructor Candidates as well as one or more Educators and Course Coordinators before and during the Initial Courses. The SSB will nominate the trainees who will attend the courses as well as decide on the number of each type of trainee. Upon successful completion of the Initial Courses, the trained Instructor Candidates, Educators, and Course Coordinators will form the Regional and State ATLS® Faculty in Bangladesh and will conduct future ATLS® Courses only within Bangladesh and under the auspices of the SSB.

4. Costs

- a. The SSB will be responsible for the financial outlay of the Introductory Session, organizing the ATLS® Program in Bangladesh, and the Initial Courses as well as future ATLS® Courses in Bangladesh. Costs related to future courses include course materials and related shipping charges.
- b. The ACS will be responsible for procuring air tickets (business class) and travel insurance from their point of departure (hometown) to Bangladesh and from Bangladesh to their final home destination for the visiting faculty and members conducting the Introductory Session and Initial Courses. The ACS will be reimbursed by the SSB for such expenditures. The SSB will be responsible for obtaining lodging for the visiting faculty in Bangladesh and for their transfers from their place of lodging to the venue of the courses and return. Reasonable administrative costs and charges also will be paid by the SSB to the ACS.

5. Course Materials

- a. All ATLS® Course materials (course manuals, slides, x-rays, and supplementary materials) shall be supplied by ACS for the Initial Courses. ACS will be reimbursed by the SSB for the cost of course materials and related shipping costs when the materials are ordered.
- b. The SSB will be responsible for the distribution of course materials to all course candidates for the Initial Courses in accordance with the courses being conducted.
- c. The ACS will provide the SSB with resources by which course equipment and training aids can be purchased by the SSB for the Initial and future Courses in Bangladesh.

- d. Upon completion of the Initial Courses, the ACS will provide the SSB with a complete set of course materials for both ATLS® Instructor and Student Courses to enable the SSB to conduct future ATLS® Courses within Bangladesh. Payment for course materials and related shipping costs will be made by the SSB when materials are ordered.
- e. The SSB shall recognize and protect the ACS's copyright of the ATLS® Course materials in accordance with international copyright laws. The SSB shall recognize and protect the ACS's proprietary rights to the trademarks, "Advanced Trauma Life Support®" and "ATLS®."
- f. Whenever such course materials are revised or updated by ACS, ACS will notify the SSB of the revisions. Revised materials will then be purchased by the SSB as outlined in 5d.

6. Conduct of Future ATLS® Courses

- a. The SSB will be responsible for the organization and conduct of future ATLS® Instructor and Student Courses in Bangladesh only and shall ensure that the courses are conducted in accordance with the essential requirements established for the program by the ACS Committee on Trauma as outlined in the ATLS® Instructor Manual and other supplementary materials, which shall be made available by the ACS to the SSB.
- b. The SSB will be responsible for ensuring the maintenance of high standards for the Courses and that the content of the Courses remain consistent for all Courses conducted by them. They also will be responsible for: (1) approving all Student and Instructor Courses conducted in Bangladesh; (2) supervising Student and Instructor Courses in Bangladesh; and (3) subject to clause 3 on pages 1 and 2 of this MOU, training, verifying, and reverifying all local Instructors and doctor participants.
- c. The SSB will be responsible for informing all program participants that deviation from or infraction of the essential requirements for conducting ATLS® Courses places the ATLS® Program in Bangladesh at risk of discontinuation. The SSB is responsible for managing such situations as appropriate. The ACS shall support reasonable decisions by the SSB in this regard.
- d. Should another country request the ATLS® Program from the SSB the SSB will assure that the requesting country submits a written request to the ACS for their approval.

7. Student and Instructor Reciprocity

Student reciprocity shall exist with the ACS and Bangladeshi ATLS® Programs. Doctors with a current, valid status at the Student-Course level will be recognized by the ACS and SSB. Instructor reciprocity also shall exist with the ACS and SSB. Qualified ATLS® Instructors are eligible to teach an approved ATLS® Course being conducted under the auspices of the ACS or SSB.

8. Involvement in ATLS® Revision Process and International Meetings

The ATLS® Course materials are revised about every 4 years. To incorporate established clinical procedures for the management of the trauma patient into the ATLS® core content, the ACS will seek contributions from ATLS® Committee representatives from other countries into which the program has been introduced.

Periodic international meetings will be conducted. Individuals from countries into which the ATLS® Program has been introduced will be invited to participate. The SSB will send at least one member to these meetings whenever possible. The SSB will be responsible for travel and subsistence expenses related to participating in these endeavors.

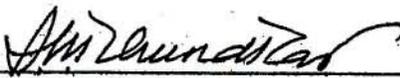
9. Annual Report and Records Maintenance

The SSB will be responsible for submitting an annual program progress report to the ACS. Additionally, the SSB will be responsible for maintaining its own records related to the program in Bangladesh. The SSB also will be responsible for submitting information to the ACS's International Instructor database on all Instructors trained in Bangladesh.

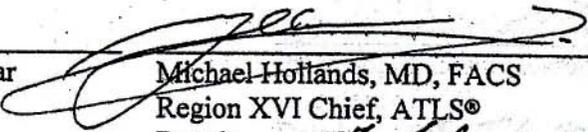
This MOU may be amended with mutual consent in writing of all parties. Any disagreement with respect to the MOU will be resolved by consultation between both parties.

Signature Page

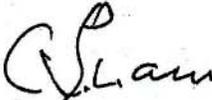
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Professor Shafquat Hussain Khundkar
President of SSB
Dated: 17th July 2011



Michael Hollands, MD, FACS
Region XVI Chief, ATLS®
Dated: 17th July 2011



Abdul K. Ghani, MD
Member of SSB
Dated: 17th July 2011



John B. Kortbeek, MD, FRCSC, FACS
International ATLS® Course Director
Dated: _____



Memorandum of Understanding



This document details the arrangement for joint administration of ATLS® program in Bangladesh between:

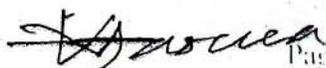
Society of Surgeons of Bangladesh (hereinafter referred to as SOSB),
Department of Surgery, DMCH, Ground Floor, Room No-033, Dhaka-1000,
Bangladesh

and

Bangladesh College of Physicians and Surgeons (hereinafter referred to as BCPS), 67 Shaheed Tajuddin Ahmed Sarani, Dhaka-1212, Bangladesh

for the purpose of developing Advanced Trauma Life Support® Program for “surgeons in training” and surgeons in Bangladesh as per guidelines enunciated by American College of Surgeons.

1. This Memorandum of Understanding (MOU) will come into effect on the date the signatures of the appropriate representative of SOSB and BCPS have been affixed on the signature page of this document.
2. BCPS as SOSB will abide by the memorandum of understanding signed by the American College of Surgeons Committee on Trauma, its ATLS® committee and The Society of Surgeons of Bangladesh in letter and spirit.
3. Initial and all future course will be conducted in the premises of BCPS.
4. There will be committee to administer this ATLS® Program with equal number of representative drawn from SOSB and BCPS.
5. COST: The SOSB was responsible for the financial outlay of the introductory session organizing ATLS® Program in Bangladesh and it had already reimbursed the airfare and expenses of accommodation and subsistence to ACS. But expenses incurred in the conduct of future courses and procurement of course materials will be defrayed by BCPS until the ATLS® Program in Bangladesh generates its own fund.
6. BCPS and SOSB will unanimously choose individual for attending periodic international meeting and will jointly be responsible for travels, accommodation and subsistence expenses involved in this endeavors.


Page 1 of 2



Signature page

Signed for and on behalf of
Society of Surgeons of Bangladesh

Bangladesh College of Physicians and Surgeons

Signature *F. Quader*
Name **Professor Feroze Quader**
Title **Secretary General**
Date **03.12.2013**

Signature *K. Barua*
Name **Professor Kanak Kanti Barua**
Title **Honorary Secretary**
Date **03.12.2013**



Professor Kanak Kanti Barua
Honorary Secretary
Bangladesh College of Physicians and Surgeons



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Memorandum of Understanding

ADVANCED TRAUMA LIFE SUPPORT® (ATLS®) PROGRAM FOR DOCTORS

This document details the arrangements for a joint endeavor between the American College of Surgeons Committee on Trauma, its ATLS® Committee (hereinafter referred to as the "ACS") and the Society of Surgeons of Bangladesh (hereinafter referred to as "SSB") for the purpose of developing the Advanced Trauma Life Support® (ATLS®) Program for Doctors in Bangladesh.

and Bangladesh College of Physician & Surgeon (BCPS)

1. Effective Date

The Memorandum of Understanding (MOU) will come into effect on the date the signatures of the appropriate representatives of the ACS and SSB have been affixed to page 5 of this document.

2. Conduct of Introductory Session

For the purpose of inculcation into the ATLS® Program and its organizational structure, the SSB will designate a group of individuals to attend an Introductory Session in Bangladesh that is presented by the International ATLS® Course Director and/or one of his designees. The content of this introductory program will consist of the history of the program, its organizational structure, quality assurance issues and responsibilities, cost factors, the importance of participation from recognized professional Educators, and the importance of training skilled Course Coordinators to facilitate course promulgation. Further logistics, including commencement dates of Initial Courses, type and number of Initial Courses, and selection of the course site and participants, should be determined at the introductory program. This Introductory Session, encompassing approximately 6 to 8 hours, will include a free interchange of ideas between the respective participants. The SSB will be responsible for the expenses related to this visit by the ACS ATLS® representative as specified in clause 4b.

3. Conduct of Initial Courses

a. For the purpose of training and approving Instructors to conduct future ATLS® Courses in Bangladesh under the auspices of the SSB, ACS will

ACS/SSB

BCPS &

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Los Angeles, CA
- Secretary**
Lynn M. Napolitano, MD, FACS
Ann Arbor, MI

- a. be responsible for conducting the Initial Courses in Bangladesh. The ACS will, for this purpose, send a minimum of 10 representatives comprising of 4 doctors, 1 educator, and 1 nurse coordinator (hereinafter referred to as the "Visiting Faculty").
- b. The Initial Courses will be conducted in accordance with the essential requirements established for the program by the ACS Committee on Trauma.
- c. The ACS will train a cadre of local Instructor Candidates as well as one or more Educators and Course Coordinators before and during the Initial Courses. The SSB will nominate the trainees who will attend the courses as well as decide on the number of each type of trainee. Upon successful completion of the Initial Courses, the trained Instructor Candidates, Educators, and Course Coordinators will form the Regional and State ATLS® Faculty in Bangladesh and will conduct future ATLS® Courses only within Bangladesh and under the auspices of the SSB.

4. Costs

- a. The SSB will be responsible for the financial outlay of the Introductory Session, organizing the ATLS® Program in Bangladesh, and the Initial Courses as well as future ATLS® Courses in Bangladesh. Costs related to future courses include course materials and related shipping charges.
- b. The ACS will be responsible for procuring air tickets (business class) and travel insurance from their point of departure (hometown) to Bangladesh and from Bangladesh to their final home destination for the visiting faculty and members conducting the Introductory Session and Initial Courses. The ACS will be reimbursed by the SSB for such expenditures. The SSB will be responsible for obtaining lodging for the visiting faculty in Bangladesh and for their transfers from their place of lodging to the venue of the courses and return. Reasonable administrative costs and charges also will be paid by the SSB to the ACS.

5. Course Materials

- a. All ATLS® Course materials (course manuals, slides, x-rays, and supplementary materials) shall be supplied by ACS for the Initial Courses. ACS will be reimbursed by the SSB for the cost of course materials and related shipping costs when the materials are ordered.
- b. The SSB will be responsible for the distribution of course materials to all course candidates for the Initial Courses in accordance with the courses being conducted.
- c. The ACS will provide the SSB with resources by which course equipment and training aids can be purchased by the SSB for the Initial and future Courses in Bangladesh.

ACS/SSB

d. Upon completion of the Initial Courses, the ACS will provide the SSB with a complete set of course materials for both ATLS® Instructor and Student Courses to enable the SSB to conduct future ATLS® Courses within Bangladesh. Payment for course materials and related shipping costs will be made by the SSB when materials are ordered.

e. The SSB shall be responsible for the purchase of course materials for the ATLS® Instructor and Student Courses. The SSB shall recognize the ACS as the sole provider of ATLS® Instructor and Student Courses, including Trauma Life

f. When the course materials are updated by ACS, ACS will notify the SSB of the revisions. Revised materials will then be purchased by the SSB as outlined in 5d.

ii. Conduct of Future ATLS® Courses

a. The SSB will be responsible for the organization and conduct of future ATLS® Instructor and Student Courses in Bangladesh only and shall ensure that the courses are conducted in accordance with the essential requirements established for the program by the ACS Committee on Trauma as outlined in the ATLS® Instructor Manual and other supplementary materials, which shall be made available by the ACS to the SSB & BCPS.

b. The SSB will be responsible for assuring the maintenance of high standards for the courses and that the content of the Courses remain consistent with those conducted by them. They also will be responsible for: (1) approving all Student and Instructor Courses conducted in Bangladesh; (2) supervising Student and Instructor Courses in Bangladesh; and (3) subject to clause 3 on pages 1 and 2 of this MOU, training, verifying, and reverifying all local Instructors and doctor participants.

c. The SSB will be responsible for informing all program participants that deviation from or infraction of the essential requirements for conducting ATLS® Courses places the ATLS® Program in Bangladesh at risk of discontinuation. The SSB is responsible for managing such situations as appropriate. The ACS shall support reasonable decisions by the SSB in this regard.

d. Should another country request the ATLS® Program from the SSB the SSB will assure that the requesting country submits a written request to the ACS for the

7. **Student and Instructor Reciprocity**

Student reciprocity shall exist with the ACS and Bangladeshi ATLS® Program. Individuals with a current, valid status at the Student-Course level will be recognized by the ACS and SSB/BCPS. Instructor reciprocity shall exist with the ACS and SSB/BCPS. Instructors are eligible to teach in the ACS and SSB/BCPS programs being conducted in Bangladesh of the ACS and SSB/BCPS.

8. **Involvement in ACS/SSB Decision Process and International Meetings**

The ACS/SSB will be responsible for incorporating established ACS/SSB core content into the ATLS® core content. ACS/SSB committee representatives from other countries where the program has been introduced.

Periodic international meetings will be conducted. Individuals from countries into which the ATLS® Program has been introduced will be invited to participate. The SSB/BCPS will send at least one member to these meetings whenever possible. The SSB will be responsible for travel and subsistence expenses related to participating in these endeavors.

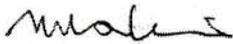
9. **Annual Report and Records Maintenance**

The SSB/BCPS will be responsible for submitting an annual program progress report to the ACS/SSB. The ACS/SSB will be responsible for maintaining the program records in Bangladesh.

This MOU may be amended with mutual consent in writing of all parties. Any disagreement with respect to the MOU will be resolved by consultation between both parties.

Signature Page

(Signature should appear above printed name and title. Please include date when signature is affixed to this document.)



Professor Moudud Hossain Alamgir
President,

Society of Surgeons of Bangladesh

Dated: 02/03/2015



Professor S.A.M. Golam Kibria
President,

Bangladesh College of Physicians and Surgeons

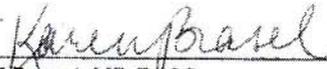
Dated: 02/03/15



Michael Hollands, MD, FACS
Region XVI Chief,

ATLS[®]

Dated: 02/03/15



K-Brasel MD FACS

International ATLS[®] Course Director

Dated: 8/2/15



100+ years

AMERICAN COLLEGE OF SURGEONS

Inspiring Quality:

Highest Standards, Better Outcomes

4

Memorandum of Understanding

ADVANCED TRAUMA LIFE SUPPORT ® (ATLS®)

PROGRAM FOR DOCTORS

This Memorandum of Understanding (“MOU”) sets forth the agreement for a collaboration between the American College of Surgeons Committee on Trauma and its Advanced Trauma Life Support (ATLS) Committee (hereinafter collectively referred to as the “ACS”) and the Bangladesh College of Physicians and Surgeons and The Society of Surgeons of Bangladesh (hereinafter collectively referred to as the “BCPS-SOSB”) for the purpose of deploying and maintaining the ATLS Program for physicians and other healthcare professionals working with trauma patients in Bangladesh (the “Territory”) and is effective as of the date executed by signatories (the “Effective Date”) and will remain in effect for 3 years or until an amendment is viewed necessary by the ACS.

1. ATLS Program Deployment and Maintenance

A. Definition and Leadership Overview:

1. ATLS Program – An education program developed for healthcare professionals that encounter trauma patients. This program provides systemic and concise training for the early care of trauma patients. The ATLS program provides participants with a safe, reliable method for immediate management of the injured patient.
2. National ATLS Director – Oversight of the ATLS program in the territory is managed under the auspices of the National ATLS Director. BCPS-SOSB shall recommend a candidate to the Region Chief who shall, in conjunction with the Chair of the Regional Committees on Trauma and the International ATLS Course Director,

make the final approval and appoint the National ATLS Director. This surgeon must be an ATLS Instructor and preferably a Fellow of The American College of Surgeons. The term of service for this position will be limited to no less than 3 years and no more than 6 years from the time of appointment to that position.

B. Conduct of ATLS Courses:

1. The BCPS-SOSB will be responsible for the organization and conduct of ATLS Program courses in the Territory and shall ensure that such courses are conducted in accordance with the essential requirements established for the ATLS Program by the ACS Committee on Trauma as outlined in the Instructor Manual and other supplementary materials, which shall be made available by the ACS to the BCPS-SOSB. The BCPS-SOSB shall only be permitted to offer the ATLS Program courses within the Territory. BCPS-SOSB will approve all courses conducted in the Territory. BCPS-SOSB and potentially others may provide and teach the ATLS Program, but these programs and sites shall be approved by the BCPS-SOSB.
2. BCPS-SOSB will be responsible for ensuring the maintenance of high standards for the ATLS Program and that the content of the ATLS Program remain consistent for all ATLS Program courses conducted by BCPS-SOSB. BCPS-SOSB also will be responsible for: (1) approving all ATLS Program courses conducted in the Territory; (2) supervising ATLS Program courses in the Territory; and (3) subject to the terms of this MOU, training, verifying, and reverifying all local Instructors and physicians and other healthcare professionals and physician participants.
3. BCPS-SOSB will be responsible for informing all ATLS Program participants that deviation from or infraction of the essential requirements for conducting ATLS Program courses places the ATLS Program in the Territory at risk of discontinuation. BCPS-SOSB is responsible for managing such situations as appropriate. The ACS shall support reasonable decisions by BCPS-SOSB in this regard.
4. Should another country request the ATLS Program from BCPS-SOSB, BCPS-SOSB will direct such other entity to ACS and assure that the requesting country submits a written request to the ACS for its approval.

2. Course Materials

- A. All ATLS Program materials (course manuals, slides, x-rays, and supplementary materials) ("Course Materials") shall be supplied by ACS for the Courses subject to reimbursement as set forth in Section 3.B. BCPS-SOSB will be responsible for the distribution of Course Materials to all Course candidates.
- B. The ACS will provide BCPS-SOSB with resources by which Course equipment and training aids can be purchased by for the ATLS Program in the Territory.
- C. BCPS-SOSB shall recognize and protect the ACS's copyright of the Course Materials in accordance with international copyright laws. BCPS-SOSB shall recognize and protect the ACS's proprietary rights to the trademarks, "Advanced Trauma Life Support" and "ATLS" ("Marks"). BCPS-SOSB shall not use the Marks except in connection with the ATLS Program and as approved by ACS.
- D. Whenever the Course Materials are revised or updated by ACS, ACS will notify BCPS-SOSB of the revisions. Purchasing the Revised Course Materials will then be required.

3. Fees and Costs

- A. BCPS-SOSB shall be responsible for all costs associated with its responsibilities under this Agreement, including organizing and maintaining the ATLS Program in the Territory. Costs related to future ATLS Program courses include course materials and related shipping charges.
- B. Course Material – ACS will be reimbursed by BCPS-SOSB for the cost of Course Materials and related shipping costs at the time the Course Materials are ordered. ACS shall provide an invoice to BCPS-SOSB, which BCPS-SOSB shall pay upon receipt.
- C. The financial management of the ATLS Program courses in the territory will be undertaken by BCPS-SOSB; after all costs (including those set forth in this Agreement and payable to ACS) and reimbursements are covered, the balance will remain under the management of BCPS-SOSB, and BCPS-SOSB may decide the usage for the remainder of the funds provided such funds are used for trauma related educational activities. Should BCPS-SOSB approve other sites for teaching ATLS,

the financial management of these sites shall be the responsibility of the course director; however, the course fees must be reasonable to support a high quality educational course and any per-course revenue which is greater than expense shall be used to develop or enhance future ATLS courses or activities. A financial summary for these courses shall be provided to BCPS-SOSB within 30 days of course completion. For courses not taught directly by BCPS-SOSB, BCPS-SOSB shall have the discretion to charge a reasonable per student fee to fund trauma educational activities of BCPS-SOSB. Reasonable and allowable use of these funds would be to cover purchasing of materials required for ATLS Courses, travel to regional, and international ATLS/ACS COT meetings.

4. Reporting and Records Maintenance

BCPS-SOSB shall submit an annual ATLS Program progress report to the ACS. Additionally, BCPS-SOSB will be responsible for maintaining its own records related to the ATLS Program in the Territory. Upon request, BCPS-SOSB shall provide the records to the ACS for review, and if requested, will allow ACS to audit such records. BCPS-SOSB will be responsible for submitting information to the ACS Instructor database for all Instructors trained in the Territory.

BCPS-SOSB shall provide ACS with a report of all finances, including course receipts and disbursements through the ATLS Course Management System. The ACS will provide the Course Management System. These reports shall be submitted no less frequently than quarterly. The report shall provide sufficient detail for ACS to understand the number and nature of courses provided, the financial receipts for the courses, and the disbursement of any funds received from or through the courses, including a profit and loss statement.

5. Term and Termination

The Term of this MOU shall begin on the Effective Date and continue for a period of three (3) years. This MOU may be renewed by written agreement of the parties.

The ACS may terminate this MOU with thirty (30) days' notice if BCPS-SOSB is in default with respect to any of the terms of this MOU; the ownership or control of BCPS-SOSB is changed; BCPS-SOSB becomes insolvent (as defined by Illinois law), files a bankruptcy, becomes the subject of an involuntary bankruptcy proceeding (or a proceeding for dissolution or liquidation) which is not dismissed within ninety (90) days of the filing date; commences a proceeding to appoint a trustee, receiver or liquidator or makes an assignment for the benefit of creditors; or BCPS-SOSB or its agents commit any criminal act or any act of embezzlement, fraud, larceny, theft, dishonesty, willful misconduct, gross neglect or breach of fiduciary duty in connection with this MOU and/or the performance of its obligations hereunder.

Upon termination of this MOU for any reason whatsoever: the ACS shall not be liable for any termination damages or indemnities; all the rights hereunder shall revert to ACS, without

prejudice to any monies due ACS; BCPS-SOSB shall deliver to ACS all existing copies of the Course Materials in their control or possession.

6. Student and Instructor Reciprocity

Student reciprocity shall exist with the ACS and the Territory ATLS Programs. Physicians with a current, valid status at the ATLS Student Course level will be recognized by the ACS and BCPS-SOSB. Instructor reciprocity also shall exist with the ACS and the territory. Qualified ATLS Instructors are eligible to teach an ATLS Course being conducted under the auspices of the ACS or BCPS-SOSB.

7. Involvement in ATLS Revision Process and International Meetings

The Course Materials are under continuous revision with new editions released approximately every four years. To incorporate established clinical procedures for the management of the trauma patient into the ATLS core content, the ACS will seek contributions from ATLS Program representatives from countries into which the ATLS program has been introduced.

Periodic international meetings are conducted. Individuals from countries into which the ATLS Program has been introduced are invited to participate. Whenever possible BCPS-SOSB will send at least one member to these meetings. BCPS-SOSB is responsible for travel and subsistence expenses of its participants related to these endeavors.

8. Miscellaneous

- A. BCPS-SOSB shall neither assign this MOU nor sublicense its rights without the prior written consent of ACS.
- B. This MOU shall be construed and interpreted under and in accordance with the laws of the county of Cook and the State of Illinois, USA. The parties irrevocable (a) agree that any suit, action or other legal proceeding arising out of this MOU may be brought in any federal court located in the United States of America, and (b) consent to the jurisdiction of any such court in any suit, action or proceeding.
- C. All notices, requests and demands (e.g., address changes, termination requests, various copies of receipts, etc.) given to or made upon the parties shall be in writing and shall be properly addressed, postage prepaid, sent via registered or certified mail or personally delivered to such party. Notices may be sent by facsimile transmission provided that, in addition, a copy of such facsimile shall be sent by mail to each addressee. The effective date of a notice for purposes of this MOU shall be the date

on which such notice was actually received by the party to whom it is addressed. Each party shall promptly notify the other party of any address change.

In the case of ACS, to:

American College of Surgeons
ATLS International Programs
633 N. Saint Clair St.
Chicago, IL 60611
USA

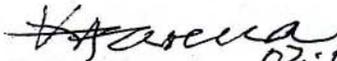
And in the case of BCPS-SOSB, to:

The Department of Skill Development
Bangladesh College of Physicians and Surgeons
Mohakhali, Dhaka

- D. This MOU, together with any exhibits hereto, constitutes the sole and entire MOU between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, dealings, letters of intent, agreement and understandings of the parties in connection therewith.
- E. BCPS-SOSB is an independent entity relative to ACS, and not an employee, partner, agent, franchisee, or joint venture of ACS for any purpose. BCPS-SOSB shall have no authority to make contracts in the name of or binding on ACS, to pledge ACS's credit, to extend credit in ACS's name or to make any warranties or guarantees by ACS or on its behalf.
- F. This MOU may be executed and delivered in multiple counterparts. All such counterparts, when so executed, shall be deemed to constitute one final MOU as if one document had been signed by all parties to this MOU.
- G. This MOU may be amended with mutual consent in writing of all parties.

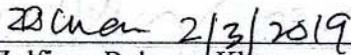
Signature Page

(Signature should appear above printed name and title. Please include **date** when signature is affixed to this document.)

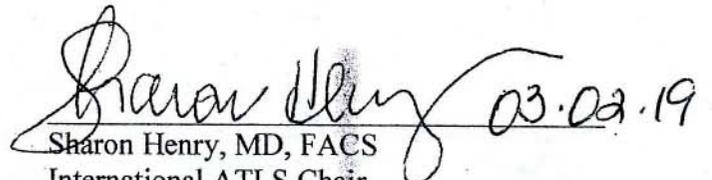

02.03.2019

Prof. Kanak Kanti Barua
President, BCPS
Dated:

Gay Vincent
CFO, American College of Surgeons
Dated:


2/3/2019

Prof. Md Zulfiqur Rahman Khan
President, SOSB
Dated:


03.02.19
Sharon Henry, MD, FACS
International ATLS Chair
Dated:

Gilberto Leung, MD FACS
Region XVI Chief, ATLS
Dated:

CONTENT LICENSE AGREEMENT

This Content License Agreement (this "Agreement"), effective as of the date of last signature below ("Effective Date"), is by and between the American College of Surgeons ("ACS" and "Licensor") and the Bangladesh College of Physicians and Surgeons (BCPS) ("Licensee"). ACS and Licensee may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties hereto have entered into or intend to enter into a corresponding Master Agreement ("MA") related to the collaboration between ACS and Licensee for the purposes of deploying and maintaining the ATLS program as the Sponsor to a Partnership Promulgation in the Territory of Bangladesh.

WHEREAS, ACS is the sole owner of the content as identified in Schedule A – Terms of Use, as the "Licensed Material," including all copyright therein.

WHEREAS, ACS delivers the content through the Course Management System (CMS) and a Learning Management System (LMS) and other in-person means. Licensee and Collaborator may utilize the CMS and LMS provided by the Licensor and distribute the Licensed Material as set forth in Schedule A. Alternatives may be made and documented in Schedule A – Terms of Use, when a country is unable to utilize the CMS and or LMS.

NOW THEREFORE, in consideration of the promises and recitals made below, the parties, intending to be legally bound, hereby agree as follows:

1. LICENSE AND TERMS OF USE.

1.1 Subject to the terms and conditions of this Agreement, ACS grants to Licensee a limited, non-exclusive, license to make use of the Licensed Material for the Purpose and in the Manner set forth in Schedule A during the Term. All rights granted to Licensee under this Agreement apply only to the Territory set forth in Schedule A.

1.2 Any use of Licensed Material not expressly permitted by this Agreement is prohibited. Without limiting the foregoing, Licensee shall not, except as otherwise provided in Schedule A, (a) sublicense the Licensed Material, (b) publish the Licensed Material in any format not expressly permitted in Schedule A, (c) modify, enhance or create derivative works of the Licensed Material.

1.3 ACS shall retain all rights, title, and interest in and to the Licensed Material. Except for the license rights expressly granted in Section 1.1, no express or implied license, right or interest in or to any intellectual property of ACS is conferred by this Agreement. Licensee shall not remove any proprietary rights notice from the Licensed Material. Licensee shall reproduce the appropriate copyright notices and symbols in all copies of the Licensed Material and/or the results attributed to Licensed Material. Any portion of the Licensed Material merged into or used in conjunction with any other material will continue to be the property of ACS and subject to the terms of this Agreement.

1.4 ACS grants to Licensee, subject to the terms of this Agreement, a limited, non-transferable, revocable, royalty-free, license and right to use the ACS marks set forth in Schedule A ("Marks") solely on and in connection with the Licensed Material. Licensee shall not use the Marks or similar names or marks, in whole or in part, on or in connection with any other goods or services or permit or authorize others to use the Marks or similar names or marks,

in whole or in part, in any manner without the prior express written approval of ACS. All use of the Marks by Licensee shall inure to the benefit of ACS. Licensee acknowledges that ACS owns the Marks and all rights therein and that nothing in this Agreement shall give Licensee any right, title or interest in or to the Marks other than pursuant to the license granted in this Agreement. Licensee shall not contest ACS's title to or the validity of the Marks. Licensee shall do nothing to detract from the goodwill built up by ACS over many years using the Marks. Licensee shall not apply to register or register any trademark or trade name which includes, in whole or in part, the Marks. All use of the Marks will be in accordance with ACS's instructions and permitted only after having obtained the approval of ACS. The following are registered trademarks of the American College of Surgeons and cannot be used without the express written consent of the Licensor: American College of Surgeons, ACS, the ACS/American College of Surgeons logo, the ACS/ logo, Advanced Trauma Life Support, ATLS, the ATLS logo, and the ACS/Advanced Trauma Life Support logo.

1.5 Licensee shall not (i) process any Licensed Material in connection with the training of AI Technologies (as defined below) or technologies with artificial intelligence or machine learning capabilities or (ii) use any automated means to access, query or otherwise process Licensed Material in any or each case, without notice and the express prior written agreement from ACS, which if given may be withdrawn by ACS at any time. "AI Technologies" means deep learning, machine learning, machine-based, and other artificial intelligence technologies, software and systems, including large language models, generative pre-trained transformer, and any and all technologies, software and systems and that can, for a given set of machine- or human-defined objectives, generate information, data and/or content including predictions, recommendations, or decisions influencing the real and/or virtual environments with which such technologies interact.

1.6 Licensee shall provide acknowledgement to ACS in the format set forth in Schedule A - Terms of Use.

2. LICENSOR OBLIGATIONS

2.1 Licensor shall provide the Licensed Materials electronically or physically to the Licensee.

3. LICENSEE OBLIGATIONS.

3.1 Licensee must adhere to all of the stipulated policies set forth by the ATLS Course Administration, the MA, and this Agreement.

3.2 Licensee shall be responsible for providing students with access to the LMS, handling all CMS and LMS user registration requirements, collecting payment from users, and distributing the Licensed Material through the LMS or in person, as set forth in Schedule A. In the event of an actual, or suspected and material security breach involving unauthorized access to the Licensed Materials, Licensee will notify ACS of the issue and act promptly using all reasonable means to correct the security breach and eliminate any unauthorized access to the Licensed Materials. Licensee shall further notify ACS of any circumstances which may impact the security or proprietary protections of the Licensed Materials and take corrective action to address any such issues.

3.3 Licensee shall report technical issues with the CMS and or LMS and any content issues with the Licensed Materials to ACS within 2 working business days.

3.6 As part of the MA, Licensee recognizes the ACS' copyright and trademark rights in the Licensed Materials and the trademarks ADVANCED TRAUMA LIFE SUPPORT and ATLS

("Trademarks"). In order to further protect those intellectual property rights, the parties agree: Licensee shall not apply to register the Trademarks in its own name, Licensee will not copy, distribute, publish or display the Licensed Materials other than those purchased through ACS. Upon termination of the MA, Licensee will make no further use of the Trademarks including as any entity name.

4. PAYMENT TERMS.

4.1 Fees. Licensee will pay the ACS the fees in the amounts set forth in Schedule A. Licensee shall keep complete and accurate records relating to use and distribution of the Licensed Material and all fees collected in connection therewith.

4.2 Taxes. VAT or GST payable by Licensee. The amounts payable hereunder do not include, and Licensee shall be solely responsible for the payment of, any sales and/or use tax, transfer tax, excise tax, tariff, duty or any other tax or payment in lieu thereof imposed by any governmental authority or agency by reason of the transaction contemplated hereby, excluding, however, income taxes which may be levied against the ACS. Licensee shall reimburse the ACS the amount of any such taxes or duties paid or accrued directly by the ACS as a result of this Agreement. For payments to ACS regarding the services and materials ACS provides to Licensee or any other supply made by ACS under this agreement, Licensee shall be responsible for payment of all taxes, VAT and GST taxes, fees, duties, and other governmental charges (including any related interest and penalties) in Licensee (other than taxes based on ACS' income) arising from any payments due to ACS under this agreement. The amounts payable hereunder do not include, and Licensee shall be solely responsible for the payment of, any sales and/or use tax, transfer tax, excise tax, tariff, duty or any other tax or payment in lieu thereof imposed by any governmental authority or agency by reason of the transaction contemplated hereby. Licensee shall reimburse ACS the amount of any such taxes or duties paid or accrued directly by ACS as a result of this agreement.

5. TERM AND TERMINATION.

5.1 This Agreement shall have a term as set forth in Schedule A. ACS may terminate this Agreement effective immediately by written notice to Licensee if: (a) Licensee uses the Licensed Material outside the scope of this Agreement; (b) Licensee fails to correct a material breach of this Agreement within ten (10) days of written notice from ACS; or (c) if Licensee becomes insolvent or bankrupt or is the subject of any proceedings for the benefit of its creditors; or (d) Licensee or Licensee's agents commit any criminal act or any act of embezzlement, fraud, larceny, theft, dishonesty, willful misconduct, gross neglect or breach of fiduciary duty in connection with this Agreement and/or the performance of its obligations hereunder. Upon publication of a new ATLS manual edition, Licensor will notify the Licensee in writing and Licensee agrees to cease using the previous edition, destroy all copies of the previous edition, and begin use of the newest ATLS manual edition within 6 months, or this agreement may be terminated immediately by the Licensor. In addition, ACS may terminate this Agreement, without cause, upon ninety (90) days' notice to Licensee. Licensee may terminate this Agreement upon notice to ACS provided that ACS shall not issue any refund of pre-paid fees upon such termination and Licensee shall pay all fees due and owing under the Agreement as of the effective date of termination.

In addition, the parties may terminate this MA, without cause, upon ninety (90) days' written notice to the other party. Licensee agrees that termination of this Agreement does not constitute a release of any other obligations owed to ACS under this Agreement, including payment of any outstanding fees, protecting ACS' Marks, and destruction of ACS' materials upon termination of this Agreement.

5.2 Upon termination or expiration of this Agreement, Licensee shall make no further use of the Licensed Material or the Trademarks and ACS shall not be liable for any termination damages or indemnities; all the rights hereunder shall revert to ACS, without prejudice to any monies due ACS from Licensee; Licensee shall promptly destroy or deliver to ACS all existing copies of the Work in Licensee's control or possession. Sections 3.6, 4 and Section 5: Term and Termination through Section 7: Confidentiality shall survive termination or expiration of this Agreement.

6. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY.

6.1 Licensee represents, warrants, and covenants that it has full power to enter into this Agreement and to perform the services required of it hereunder; and that it shall at all times in the conduct of the promotion and distribution of the Work strictly comply with all applicable laws and regulations of the Territory. Licensee shall indemnify and hold ACS, its officers, directors, employees or agents harmless from any loss, expense (including reasonable attorney's fees and disbursements) or damages incurred by ACS or any of its officers, directors, employees, or agents as a result of a breach of any of the foregoing warranties and covenants, or any such loss, expense or damage arising from any claim, demand, recovery, suit motion or civil or criminal proceeding based upon or alleging in any way, in whole or in part, facts which are contrary to, or inconsistent with, any of the foregoing warranties and covenants. These warranties and indemnities shall survive the termination of this Agreement.

6.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED MATERIAL IS PROVIDED "AS IS" WITH ALL FAULTS, AND ACS DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LICENSED MATERIAL, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE SELECTION, SATISFACTION QUALITY AND PERFORMANCE AND USE OF THE LICENSED MATERIAL SHALL BE WITH THE LICENSEE.

6.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACS BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES RELATED TO DELAYS, LOSS OF BUSINESS, REVENUE, OR PROFITS) IN CONNECTION WITH THIS AGREEMENT, USE OR INABILITY TO USE THE LICENSED MATERIAL, UNDER ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ACS BE LIABLE FOR ANY THIRD-PARTY CLAIM. LIABILITY FOR DAMAGES SHALL BE LIMITED AND/OR EXCLUDED AS PROVIDED IN THIS AGREEMENT, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. ACS'S TOTAL LIABILITY FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF LICENSE FEES (IF ANY) ACTUALLY PAID OR OWED BY LICENSEE DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PROCEEDING THE CLAIM OR \$1,000.

7. CONFIDENTIALITY.

7.1 Confidentiality. To the extent allowable under applicable law, the Licensee shall maintain as confidential and shall not disclose to a third party, copy, or use for purposes other than the performance of this Agreement, any information which relates to the Licensor or its affiliates' Licensed Materials, Trademarks, business affairs, trade secrets, technology, research and development, pricing, or the terms of this Agreement ("Confidential Information") and Licensee agrees to protect that Confidential Information with the same degree of care it exercises to protect its own Confidential Information (but in no event less than a reasonable standard of care) and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Licensee may disclose Confidential Information of the Licensor only to its own employees, agents, consultants, and/or contractors having a need to know for the purposes of this Agreement and who are bound by the same or similar confidentiality provisions.

7.2 Exceptions. The Parties' obligations of non-disclosure under Section 7.1 shall not apply to Confidential Information which the receiving party can demonstrate: (a) is or becomes a matter of public knowledge through no fault of the receiving Party; (b) is rightfully in the receiving Party's possession in a complete and tangible form before it is received from the disclosing Party; (c) is furnished to the receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the disclosing Party with respect to such Confidential Information; or (d) is required to be disclosed to comply with applicable laws or regulations, or with a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent and for the purposes of such required disclosure and provided that: (i) the Party whose Confidential Information is subject to disclosure is to the extent allowed by law promptly notified by the other Party in order to provide the disclosing Party an opportunity to seek a protective order; and (ii) the Party subject to such law, regulation, or order takes all reasonable and permitted actions to obtain confidential treatment for such information and, if possible, to minimize the extent of such disclosure.

7.3 Return of Confidential Information. At the expiration or earlier termination of this Agreement, upon request of the Licensor, the Licensee shall return to Licensor all written Confidential Information and all written materials that incorporate any Confidential Information, and Licensee shall destroy or return any Licensed Materials and any property containing ACS Trademarks.

8. GENERAL PROVISIONS.

8.1 Licensee shall not assign this license, nor shall Printer, if applicable, sublicense its rights without the prior written consent of ACS.

8.2 All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be considered effective when hand-delivered or sent by registered or certified mail, overnight or express mail, courier, or sent by email and confirmed by mailing to the appropriate party at the address noted below, unless by such notice a different address shall have been designated.

If to the ACS: American College of Surgeons
633 N. St. Clair Street, Chicago, IL 60611
Attn: CFO
Telephone: 312-202-5000
Email: BAA@facs.org

&

A copy to:
ACS Trauma Education Programs – ATLS
633 North St. Clair Street, Chicago, IL 60611
traumaeducation@facs.org

If to Licensee: Bangladesh College of Physicians and Surgeons (BCPS)
67 Shaheed Tajuddin Ahmed Ave, Dhaka, Dhaka Division, 1212, Bangladesh
profmamajid@gmail.com

8.3 This Agreement will be construed in accordance with and governed in all respects by the laws of the State of Illinois within the United States of America without giving effect to the choice of law principles thereof. In addition, ACS has the right to seek enforceable relief in the Licensee's country or any other competent legal jurisdiction.

8.4 This content license agreement ("CLA") and the ATLS Master Agreement ("MA"), together with any exhibits hereto, constitutes the sole and entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, dealings, letters of intent, agreement and understandings of the parties in connection therewith.

8.5 If any court of the competent jurisdiction holds any aspect, provision or portion of this Agreement to be invalid, void, contrary to law or public policy or otherwise unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. In the event that a court of competent jurisdiction holds any provision of this Agreement to be unenforceable as written, but such provision may be made enforceable by limitation thereof, then such provision shall be enforceable to the maximum extent permitted by applicable law. This Agreement shall not be amended, altered, or modified in any way except in writing signed by all parties to the Agreement.

8.6 Licensee is an independent entity relative to the ACS, and not an employee, partner, agent, franchisee, or joint venture of the ACS for any purpose.

8.7 This Agreement may be executed and delivered in multiple counterparts. All such counterparts, when so executed, shall be deemed to constitute one final agreement as if one document had been signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year indicated below.

ACS

Licensee

By: [aCSSignerSignature_Wb4nzvF]

By: _

Title:

Title:

Date:

Date: _

Schedule A – Terms of Use

Term of Schedule A: 2 years

Licensee Organization: Bangladesh College of Physicians and Surgeons (BCPS)

License Representative: Muhammad A.Majid

Licensee Email: profmamajid@gmail.com

Licensee Address: 67 Shaheed Tajuddin Ahmed Ave, Dhaka, Dhaka Division, 1212, Bangladesh

Licensee Phone Number: 8801819238432

Defined Territory: Bangladesh

Approved Territory Program Name: Bangladesh

Licensed Materials:

Course Administration Resources (accessed from the ACS Trauma Education Course Management System (CMS)); the 10th Edition of the *ATLS*[®] *Student Manual* and *Instructor Manual*, educational content (accessed from the ACS Learning Management System (LMS)) (“Work”).

Purpose & Manner of Use:

To teach the current Advanced Trauma Life Support Course, including Refresher and Instructor Courses in accordance with the ACS policy and procedures in connection with the administration of the ATLS Program, as defined in the MA and CLA.

The Licensee will permit the Work, or any other course materials to be distributed from the Licensee only for the Purpose in accordance with ACS policy, i.e. distributed to approved parties and course sites in the Territory as well as distribution to qualified, current faculty members in preparation for teaching and/or coordinating approved courses. The Licensee agrees not to distribute the Work, or any other course materials to any site that has outstanding payment or post course reports due to the ACS at or beyond 90 days of course completion.

Language: English

Manual Format: (Select applicable format) Shipped from US

Printer Information: (when applicable)

Printer Name:

Printer Address:

Contact Person for Printer:

Contact Email for Printer:

Contact Phone for Printer:

Branding/Acknowledgement and Disclaimer:

The ATLS Logo must be incorporated on all relevant materials as approved by ACS. Licensee shall display in the English language, in all copies of the Work, in the place which is usual in the publishing practice of its country, the original title of the Work, and the name(s) and affiliation(s) as shown on the title page of the Work. Licensee shall also include any other notice required by the applicable copyright laws for the full protection of the Work. The provisions of this paragraph are of the essence of this Agreement, and the permission to use the Work which is granted hereby is conditioned upon the printing of the aforesaid copyright notices on each copy thereof.

Use of ATLS Logo and branding:

The following are registered trademarks of the American College of Surgeons and cannot be used without the express written consent of the Licensor: American College of Surgeons, ACS, the ACS/American College of Surgeons logo, the ACS/ logo, Advanced Trauma Life Support, ATLS, the ATLS logo, and the ACS/Advanced Trauma Life Support logo.

Payment and Fee Terms:

Student Fee*: (USD) \$99.00
Instructor Candidate Fee: (USD) \$85.00

*\$10 discount for printing in Country

Purchase, Billing and Payment Methods: Manuals ordered from ACS Course Management System (CMS), paid in full and shipped

Record and Reporting Requirements:

CMS/Non-CMS: CMS

LMS: Yes

The Licensee will maintain complete and accurate records of all ATLS courses held in the Territory, in the ACS Course Management System (CMS). If permission is granted for Licensee to maintain records outside of the ACS Course Management System (CMS), the following must occur:

- Licensee must submit and have approved any Certificate or ATLS Card being distributed to learners, if not the official documents housed in the CMS and LMS.
- Licensee must comply with agreed upon reporting structure.

Additional Terms:

Master Agreement

ADVANCED TRAUMA LIFE SUPPORT ® (ATLS®) PROGRAM

This Master Agreement (“MA”) sets forth the agreement for a collaboration by and among the American College of Surgeons Committee on Trauma (hereinafter referred to as the “ACS” or “Licensor”) and Bangladesh College of Physicians and Surgeons (BCPS) (hereinafter referred to as the “Licensee”) for the purpose of deploying and maintaining the ATLS Program for physicians, medical students, and other healthcare professionals working with trauma patients in Bangladesh (the “Territory”) and is effective as of the date it is fully executed by the Licensor and Licensee (the “Effective Date”) and will remain in effect for six (6) consecutive years or less if an amendment is viewed necessary by the ACS.

WHEREAS, ACS is the sole owner and copyright administrator of the COT and the ATLS Program; and

WHEREAS, Licensee desires to use and distribute the ATLS Program in the Territory;

WHEREAS, the parties desire to enter into this non-exclusive MA based upon the terms and conditions shown below, and in the associated ATLS Content Licensing Agreement (“CLA”).

NOW, Therefore, in consideration of the foregoing, Licensee and ACS agree as follows:

Any capitalized terms used in this MA and not otherwise defined herein shall have the same meanings ascribed to them as in the corresponding CLA.

1. ATLS Program Deployment and Maintenance

A. Definition and Leadership Overview:

1. ATLS Program – An education program developed for healthcare professionals who provide care to encounter trauma patients. This program provides systematic and concise training for the early care of trauma patients. The ATLS Program provides participants with a safe, reliable method for the immediate management of injured patients.
2. ATLS is a Program developed and administered by the ACS Committee on Trauma (“COT”). Oversight for the business operations of the ATLS Program resides with the ACS Office of Trauma Education.

3. If the Licensee is in a territory that has an ACS Regional Committee of the COT ("RCOT"), then the Licensee will take reasonable measures to work in concert with the ACS COT and its Region Chief to support dissemination and ensure quality in the implementation of ATLS in that Territory. Territory collaboration between the Licensee and RCOTs are recommended by ACS, as they serve as the conduit to the ACS COT and provide support for broader trauma education and quality programs.
4. Oversight of the ATLS Program in the approved Territory is managed under the auspices of the Licensee representative(s), and ACS is not responsible for the administration of the ATLS Program in the Territory. The Licensee representatives must be ATLS Instructors as defined in the Faculty Manual..

B. Conduct of ATLS Courses:

1. The Licensee will be responsible for compliance with all ACS ATLS Program requirements, as detailed in the Faculty Manual and determined at the sole discretion of the ACS.
2. The Licensee is committed to widely disseminating ATLS, with multiple course sites (where applicable), to meet the needs and interests across the country, and the Licensee will support all qualified sites to further the needs and interests across the country.
3. The Licensee is committed to keeping the learner or course site fees reasonable to cover expenses while facilitating access to the course.
4. The Licensee will be responsible for payment as outlined in the Content License Agreement, as a per/learner course fee. Failure to adhere to financial obligations will result in the suspension of subsequent courses until payment in full is received by Licensor.
5. The Licensee will utilize the ACS COT Course Management System (CMS). When this is not feasible, the Licensee will adhere to ACS COT reporting requirements, as further described in the corresponding CLA.
6. Licensee may only use and distribute an ACS approved Certificate and Card. Licensee acknowledges and agrees that it will not produce or reproduce any other Certificates or Cards in relation to the ATLS Program. ACS must approve any Certificate and or Card being created for learner completion documentation, other than the ACS approved Certificate and Card.
7. The Licensee will be responsible for the organization and conduct of ATLS courses to those in the Territory and shall ensure that such courses are conducted in accordance with the essential requirements established for the ATLS Program by the ACS COT as

outlined by the ATLS Course Administration and other supplementary materials, which shall be made available by the ACS to the Licensee.

8. The Licensee will be responsible for ensuring the maintenance of high standards for the ATLS Program and that the content of the ATLS Program remains consistent for all ATLS Program courses conducted by the Licensee. The Licensee will also be responsible for: (1) approving all ATLS Program courses conducted in the Territory, which may include (1) a site visit to the ATLS Program location.; (2) supervising ATLS Program courses conducted in the Territory with ACS and RCOT guidance, if applicable; and (3) subject to the terms of this MA, training, verifying, and reverifying Instructors, physicians and other healthcare professionals and participants in the Territory.
9. The Licensee will be responsible for informing all those engaged in offering ATLS t that deviation from or infraction of the essential requirements for conducting ATLS Program courses places the Licensee in the Territory at risk of discontinuation. The Licensee is responsible for managing such situations as appropriate. The ACS shall support reasonable decisions by the Licensee in this regard.
10. Should another country or entity request an ATLS Course from the Licensee outside of the Territory (e.g. a Host Course), the Licensee is required to first submit a written request to the ACS for its review and written approval.

2. Course Materials

- A. All ATLS Program materials (course manuals, slides, x-rays, etc.) (“Course Materials”) shall be supplied by ACS for the courses subject to payment as set forth in the CLA. Format of materials (online and or hard copy, and language) is outlined in the CLA, and is individualized by Territory.
- B. The Licensee will be responsible for the distribution of Course Materials to all course participants. The license to use and limitations on Licensee related to the Course Materials are set forth more fully in the CLA.
- C. The ACS will provide the Licensee with a list of equipment and training aids for the teaching of the ATLS Course. It is acknowledged that there may be variations by country or site based on available resources.
- D. In accordance with U.S. and Territory laws, the Licensee agrees to take all reasonable efforts to protect ACS’ ownership and intellectual property rights in all ATLS materials, content, trademarks, and copyright.

1. The Licensee shall further recognize and protect ACS's proprietary rights to the trademarks, "Advanced Trauma Life Support" and "ATLS" ("Marks"). The Licensee shall not register with any governmental entity the Marks, and specifically recognizes that only ACS may secure registration for its trademarks and copyrights. The Licensee shall not use the Marks except in connection with the ATLS Program and as approved by ACS. The following are registered trademarks of the American College of Surgeons and cannot be used without the express written consent of the Licensor: American College of Surgeons, ACS, the ACS/American College of Surgeons logo, the ACS/logo, Advanced Trauma Life Support, ATLS, the ATLS logo, and the ACS/Advanced Trauma Life Support logo.
 2. Licensee shall not (i) process any Licensed Material in connection with the training of AI Technologies (as defined below) or technologies with artificial intelligence or machine learning capabilities or (ii) use any automated means to access, query or otherwise process Licensed Material in any or each case, without notice and the express prior written agreement from ACS, which if given may be withdrawn by ACS at any time. "AI Technologies" means deep learning, machine learning, machine-based, and other artificial intelligence technologies, software and systems, including large language models, generative pre-trained transformer, and any and all technologies, software and systems and that can, for a given set of machine- or human-defined objectives, generate information, data and/or content including predictions, recommendations, or decisions influencing the real and/or virtual environments with which such technologies interact.
- E. The Licensee shall not use the name Advanced Trauma Life Support, ATLS, or any of the other names of the Licensor or its affiliated entities and any derivative or logo or trade or service thereof, or disclose information related to the business of the Licensor or any of its affiliates in any prospectus, sales literature, or other material in any manner not approved prior to by the Licensor. Licensor retains all ownership and international intellectual property rights to ACS Marks, and all ATLS materials, logos, and any derivative works. Licensee shall cease to use the names of the Licensor upon the termination of this Agreement. The Licensor recognizes that Licensee may use the name ATLS in the name of the Program, strictly for the purposes of establishing this ATLS Program under the direction of Licensor, until the termination of this Agreement. Upon termination or expiration of this Agreement the Licensee has no right to use any ATLS logos or trademarks and shall not create or sell any ATLS materials or derivative works.

3. Financial Obligation

- A. The financial management of the ATLS Program courses in the Territory will be undertaken by the Licensee. The Licensee shall be responsible for all costs associated with its responsibilities under this Agreement, including organizing and maintaining the ATLS Program in the Territory. This includes the Licensee's payment to the ACS of a

per/learner course fee. Details and terms for payment to the ACS shall be set forth in the CLA.

- B. If there is a charge to Course participants, learner course fees must be reasonable to support a high-quality educational course. After all costs (including those set forth in this agreement and payable to ACS) and payments are complete, the balance of the revenue received will remain under the management of the Licensee. The Licensee may decide the usage for the remainder of the funds provided such funds are used for trauma-related educational activities. Reasonable and allowable use of these funds would be to pay instructors, cover purchasing of materials required for ATLS Courses, and travel to regional and international ATLS/ACS COT meetings. A financial accounting of the Licensee's ATLS Program will be submitted annually to the ACS office and/or upon request.
- C. VAT or GST payable by Licensee. For payments to ACS regarding the services and materials ACS provides to Licensee or any other supply made by ACS under this agreement, Licensee shall be responsible for payment of all taxes, VAT and GST taxes, fees, duties, and other governmental charges (including any related interest and penalties) in the Territory (other than taxes based on ACS' income) arising from any payments due to ACS under this agreement. The amounts payable hereunder do not include, and Licensee shall be solely responsible for the payment of, any sales and/or use tax, transfer tax, excise tax, tariff, duty or any other tax or payment in lieu thereof imposed by any governmental authority or agency by reason of the transaction contemplated hereby. Licensee shall reimburse ACS the amount of any such taxes or duties paid or accrued directly by ACS as a result of this agreement.

4. Reporting and Records Maintenance

The Licensee will maintain complete and accurate records of all ATLS Courses held in the Territory, using the CMS. If using the CMS is not feasible, countries agree to adhere to a reporting structure to the ACS for courses held and learners trained. This includes training and tracking of teaching for Instructors and Educators. The Licensee shall provide ACS with all required post-course documentation as described by ATLS Course Administration via the Course Management System (CMS) (or as otherwise agreed to in the CLA) within sixty (60) days after the conclusion of each course. Extensions may be granted as needed. ACS will review these submitted records and, if requested, the Licensee will provide additional documentation, to allow the ACS to audit such records.

5. Term and Termination

- A. The Term of this MA shall begin on the Effective Date and continue for a period of six (6) years. This MA may be renewed by the written agreement of the parties.
- B. The ACS may immediately terminate this MA and corresponding agreements with notice

if the Licensee (a) is in default with respect to any of the terms of this MA, including a failure to comply with ACS ATLS Program requirements or payment terms, and Licensee shall have thirty (30) days after receipt of the termination notice to cure any qualification or payment terms, at ACS sole discretion; (b) is found by ACS to be in violation of any payment or licensing terms, including the mis-usage of ACS trademarks, logos, or copyrighted materials; or (c) the Licensee or any of its officers or agents commit any criminal act or any act of embezzlement, fraud, larceny, theft, dishonesty, willful misconduct, gross neglect or breach of fiduciary duty in connection with this MA and/or the performance of its obligations hereunder.

In addition, the parties may terminate this MA, without cause, upon ninety (90) days' written notice to the other party. Licensee agrees that termination of this Agreement does not constitute a release of any other obligations owed to ACS under this Agreement, including payment of any outstanding fees, protecting ACS' Marks, and destruction of ACS' materials upon termination of this Agreement.

- C. Upon termination or expiration of this MA for any reason whatsoever, the ACS shall not be liable for any obligations under this agreement and any actions taken by Licensee without ACS consent. All the rights hereunder shall revert to ACS, without prejudice to any monies due to ACS; the Licensee shall deliver to ACS or destroy all existing copies of the Course Materials in their control or possession.

6. Learner and Instructor Reciprocity

Reciprocity of ATLS status shall exist across the ACS and Territory ATLS Programs for learners and Instructors. Qualified ATLS Instructors are eligible to teach any ATLS Course being conducted under the auspices of the ACS.

7. Involvement in ATLS Revision Process and International Meetings

The Course Materials are under continuous revision with new editions released as appropriate, and minor revisions occurring throughout. To incorporate established clinical procedures for the management of the trauma patient into the ATLS core content, the ACS will seek contributions from ATLS Program representatives from countries into which the ATLS Program has been introduced.

Periodic regional and international ATLS meetings are conducted. Individuals from Territories with an ATLS Program are invited to participate. At Licensee's discretion, the Licensee may send at least one member to these regional and international ATLS meetings. The Licensee is responsible for the registration, travel and subsistence expenses of its participants related to these endeavors.

8. Miscellaneous

- A. The Licensee shall neither assign this MA nor sublicense its rights without the prior written consent of ACS.
- B. The Licensee is responsible for notifying ACS of any changes to the named representative of the Licensee within 30 days, for review and approval.
- C. This MA shall be construed and interpreted under and in accordance with the laws of the county of Cook and the State of Illinois, USA. The parties irrevocably (a) agree that any suit, action, or other legal proceeding arising out of this MA may be brought in any federal court located in the United States of America, and (b) consent to the jurisdiction of any such court in any suit, action, or proceeding.
- D. All notices, requests, and demands (e.g., address changes, termination requests, various copies of receipts, etc.) given to or made upon the parties shall be in writing and shall be properly addressed, postage prepaid, sent via registered or certified mail or personally delivered to such party. Notices may also be sent by email to the email address(es) contained herein. The effective date of notice for purposes of this MA shall be the date on which such notice was actually received by the party to whom it is addressed. Each party shall promptly notify the other party of any address changes.

In the case of ACS, to:

American College of Surgeons Attn: CFO
633 N. Saint Clair St. Chicago, IL
60611 USA
BAA@facs.org
& a copy to:

ACS
Trauma Education Programs – ATLS 633 N. Saint Clair St.
Chicago, IL 60611 USA
Traumaeducation@facs.org

In the case of Licensee, to:

Bangladesh College of Physicians and Surgeons
(BCPS)
67 Shaheed Tajuddin Ahmed Ave, Dhaka, Dhaka Division, 1212, Bangladesh
profmamajid@gmail.com

- E. This MA, together with any exhibits hereto, the CLA, constitute the sole and entire agreement between the parties pertaining to the subject matter hereof and supersedes all

prior negotiations, dealings, letters of intent, agreement, and understandings of the parties in connection therewith.

- F. The affiliated organizations of the Licensee are independent entities relative to ACS, and not an employee, partner, agent, franchisee, or joint venture of ACS for any purpose. The Licensee shall have no authority to make contracts in the name of or binding on ACS, to pledge ACS's credit, to extend credit in ACS's name, or to make any warranties or guarantees by ACS or on its behalf.
- G. This MA may be executed and delivered in multiple counterparts. All such counterparts, when so executed, shall be deemed to constitute one final MA as if one document had been signed by all parties to this MA.
- H. Except as otherwise provided herein, neither party may without the written consent of the other party, assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement.
- I. This MA may be amended with mutual consent in writing of all parties.

<p style="text-align: center;">REMAINDER OF THIS PAGE INENTIONALLY LEFT BLANK <i>Signature Page to Follow</i></p>
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year indicated below.

ACS Representative:

Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Date: _____

Licensee Representative:

Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Entity/Organization
represented by Signatory: Bangladesh College of Physicians and Surgeons (BCPS)

Date: _____

Trauma ATLS CLA/P&D Agreement (Bangladesh College of Physicians and Surgeons and The Society of Surgeons of Bangladesh (BCPS-SOSB) and American College of Surgeons)

Final Audit Report

2024-11-04

Created:	2024-10-16
By:	Paige Rodgers (baa@facs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzraVhuqolRkzrc6YqpZYbdR-zt1QK_YJ

"Trauma ATLS CLA/P&D Agreement (Bangladesh College of Physicians and Surgeons and The Society of Surgeons of Bangladesh (BCPS-SOSB) and American College of Surgeons)" History

-  Document created by Paige Rodgers (baa@facs.org)
2024-10-16 - 7:51:56 PM GMT
-  Document emailed to Professor M. A. Majid (profmamajid@gmail.com) for signature
2024-10-16 - 7:52:03 PM GMT
-  Email viewed by Professor M. A. Majid (profmamajid@gmail.com)
2024-11-01 - 9:54:22 AM GMT
-  Email viewed by Professor M. A. Majid (profmamajid@gmail.com)
2024-11-02 - 4:22:45 PM GMT
-  Document e-signed by Professor M. A. Majid (profmamajid@gmail.com)
Signature Date: 2024-11-02 - 4:25:38 PM GMT - Time Source: server
-  Document emailed to Paige Rodgers (baa@facs.org) for signature
2024-11-02 - 4:25:40 PM GMT
-  Email viewed by Paige Rodgers (baa@facs.org)
2024-11-04 - 9:15:56 PM GMT

Trauma - ATLS Master Agreement (Bangladesh College of Physicians and Surgeons and The Society of Surgeons of Bangladesh (BCPS-SOSB) and American College of Surgeons)

Final Audit Report

2024-10-30

Created:	2024-10-16
By:	Paige Rodgers (baa@facs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Jyajnrj7snZ7XDtzQWHs-NYRp81OZ8r

"Trauma - ATLS Master Agreement (Bangladesh College of Physicians and Surgeons and The Society of Surgeons of Bangladesh (BCPS-SOSB) and American College of Surgeons)" History

-  Document created by Paige Rodgers (baa@facs.org)
2024-10-16 - 7:51:19 PM GMT
-  Document emailed to Professor M. A. Majid (profmamajid@gmail.com) for signature
2024-10-16 - 7:51:27 PM GMT
-  Email viewed by Professor M. A. Majid (profmamajid@gmail.com)
2024-10-30 - 2:16:12 PM GMT
-  Document e-signed by Professor M. A. Majid (profmamajid@gmail.com)
Signature Date: 2024-10-30 - 3:04:34 PM GMT - Time Source: server
-  Document emailed to Paige Rodgers (baa@facs.org) for signature
2024-10-30 - 3:04:36 PM GMT
-  Email viewed by Paige Rodgers (baa@facs.org)
2024-10-30 - 4:57:00 PM GMT
-  Document e-signed by Paige Rodgers (baa@facs.org)
Signature Date: 2024-10-30 - 4:57:09 PM GMT - Time Source: server
-  Agreement completed.
2024-10-30 - 4:57:09 PM GMT

Schedule A – Terms of Use

Term of Schedule A: 2 years

Licensee Organization: Bangladesh College of Physicians and Surgeons and The Society of Surgeons of Bangladesh (BCPS-SOSB)

License Representative: Muhammad A.Majid

Licensee Email: profmamajid@gmail.com

Licensee Address: 67 Shaheed Tajuddin Ahmed Ave, Dhaka, Dhaka Division, 1212, Bangladesh

Licensee Phone Number: 8801819238432

Defined Territory: Bangladesh

Approved Territory Program Name: Bangladesh

Licensed Materials:

Course Administration Resources (accessed from the ACS Trauma Education Course Management System (CMS)); the 10th Edition of the *ATLS® Student Manual and Instructor Manual*, educational content (accessed from the ACS Learning Management System (LMS)) ("Work").

Purpose & Manner of Use:

To teach the current Advanced Trauma Life Support Course, including Refresher and Instructor Courses in accordance with the ACS policy and procedures in connection with the administration of the ATLS Program, as defined in the MA and CLA.

The Licensee will permit the Work, or any other course materials to be distributed from the Licensee only for the Purpose in accordance with ACS policy, i.e. distributed to approved parties and course sites in the Territory as well as distribution to qualified, current faculty members in preparation for teaching and/or coordinating approved courses. The Licensee agrees not to distribute the Work, or any other course materials to any site that has outstanding payment or post course reports due to ACS at or beyond 90 days of course completion.

Language: English

Manual Format: (Select applicable format) Shipped from US

Printer Information: (when applicable)

Printer Name:

Printer Address:

Contact Person for Printer:

Contact Email for Printer:

Contact Phone for Printer:

The ATLS Logo must be incorporated on all relevant materials as approved by ACS. Licensee shall display in the English language, in all copies of the Work, in the place which is usual in the publishing practice of its country, the original title of the Work, and the name(s) and affiliation(s) as shown on the title page of the Work. Licensee shall also include any other notice required by the applicable copyright laws for the full protection of the Work. The provisions of this paragraph are of the essence of this Agreement, and the permission to use the Work which is granted hereby is conditioned upon the printing of the aforesaid copyright notices on each copy thereof.

Use of ATLS Logo and branding:

The following are registered trademarks of the American College of Surgeons and cannot be used without the express written consent of the Licensor: American College of Surgeons, ACS, the ACS/American College of Surgeons logo, the ACS/ logo, Advanced Trauma Life Support, ATLS, the ATLS logo, and the ACS Advanced Trauma Life Support logo.

Payment and Fee Terms:

Student Fee*: (USD) \$99.00
Instructor Candidate Fee: (USD) \$85.00

*\$10 discount for printing in Country

Purchase, Billing and Payment Methods: Manuals ordered from ACS Course Management System (CMS), paid in full and shipped

Record and Reporting Requirements:

CMS/Non-CMS: CMS

LMS: Yes

The Licensee will maintain complete and accurate records of all ATLS courses held in the Territory, in the ACS Course Management System (CMS). If permission is granted for Licensee to maintain records outside of the ACS Course Management System (CMS), the following must occur:

- Licensee must submit and have approved any Certificate or ATLS Card being distributed to learners, if not the official documents housed in the CMS and LMS.
- Licensee must comply with agreed upon reporting structure.

Additional Terms:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date and year indicated below.

ACS Representative:

Signature:

Paige Rodgers

Name of Signatory:

__ Paige Rodgers

Title of Signatory:

__ CFO

Date:

__ Oct 30, 2024

Licensee Representative:

Signature:

Professor M. A. Majid

Name of Signatory:

__ Professor M. A. Majid

Title of Signatory:

__ ATLS Bangladesh Chair

Entity/Organization

represented by Signatory: __ Bangladesh College of Physicians and Surgeons and Surgeons of Bangladesh (BCPS-SOSB)

Date:

__ Oct 30, 2024