



MINISTRY OF HEALTH
REPUBLIC OF INDONESIA



Presidency of the Islamic Republic of Iran
Vice Presidency for Science, Technology and
Knowledge-Based Economy



TEHRAN UNIVERSITY
OF
MEDICAL SCIENCES



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF HEALTH OF THE REPUBLIC OF INDONESIA,
ADAM MALIK GENERAL HOSPITAL MEDAN,
UNIVERSITAS SUMATERA UTARA,
PT INDOFARMA, TBK.,
VICE PRESIDENCY FOR SCIENCE, TECHNOLOGY AND KNOWLEDGE-BASED
ECONOMY OF THE PRESIDENCY OF THE I.R. IRAN,
IRAN ADVANCED CLINICAL TRAINING CENTER,
TEHRAN UNIVERSITY OF MEDICAL SCIENCES, AND
SINA ROBOTICS AND MEDICAL INNOVATORS CO., LTD.
REGARDING
PILOT PROJECT ON THE ESTABLISHMENT OF INDONESIA-IRAN ROBOTIC
TELESURGERY CENTER IN ADAM MALIK GENERAL HOSPITAL MEDAN**

This Memorandum of Understanding (“MOU”) is made between:

The Ministry of Health of the Republic of Indonesia in this case represented by the Directorate General of Health Services, having their registered address at Jalan H.R. Rasuna Said Blok X.5 Kav. 4-9, Jakarta Selatan 12950 Indonesia (hereafter referred to as “**MOH**”);

Adam Malik Hospital Medan, under the Ministry of Health of the Republic of Indonesia, having its registered address at Jalan Bunga Lau No. 17, Kemenangan Tani, Kec. Medan Tuntungan, Kota Medan, Sumatera Utara 20136, Indonesia, respectively (hereafter referred to as “**AMH**”);

Universitas Sumatera Utara, having its registered address at Jl. Dr. T. Mansur No. 9, Kampus Padang Bulan, Medan, Sumatera Utara 20155, Indonesia (hereafter referred to as “**USU**”);

PT Indofarma, Tbk, having its registered address at Jalan Tambak No. 2, Kebon Manggis, Matraman, Jakarta Timur 13150, Indonesia (hereafter referred to as “**Indofarma**”);

Vice Presidency for Science, Technology and Knowledge-based Economy of the Presidency of the I.R. Iran, having its registered address at No. 20, Ladan Alley, North

Sheikh Bahaei St., Molasadra St., Tehran, Iran (hereafter referred to as “**ISTI**”);

Iran Advanced Clinical Training (I ACT) Center, under Tehran University of Medical Sciences, having its registered address at Imam Khomeini Hospital Complex, Keshavarz Blvd., Tehran, Iran (hereafter referred to as “**I ACT**”); and

Tehran University of Medical Sciences, under the Ministry of Health and Medical Education of the Islamic Republic of Iran, having its registered address at Avesina Ave., Tehran, Iran (hereafter referred to as “**TUMS**”)

Sina Robotics and Medical Innovators Co., Ltd., having its registered address at No. 9, Tehran University of Medical Sciences’ Incubation Center for Medical Equipment and Devices, Imam Khomeini Hospital Complex, Keshavarz Blvd., Tehran, Iran (hereafter referred to as “**SinaMed**”);

Hereinafter referred to singularly as the “Party” and collectively as the “Parties”.

RECALLING the Memorandum of Understanding on Health Cooperation and the Plan of Action between the Ministry of Health and Medical Education of the Islamic Republic of Iran and the Ministry of Health of the Republic of Indonesia, signed in Geneva, on 21 May 2019 as well as Technical Arrangement between the Ministry of Health of the Republic of Indonesia and Iran Nanotechnology Innovation Council on Health Nanotechnology, Biotechnology and Stem Cell Products Development, signed in Tehran, on 15 September 2019;

CONSIDERING their mutual intention to develop partnership in training and research, through the establishment of Indonesia-Iran Robotic Telesurgery Center in Adam Malik General Hospital Medan;

PURSUANT to the prevailing laws and regulations in their respective countries;

HAVE AGREED as follows:

1. Objective

- 1.1. This Memorandum of Understanding (MoU) will serve as a basis for the Parties to cooperate in the establishment of Indonesia–Iran Robotic Telesurgery Center in Adam Malik General Hospital Medan, Indonesia (hereinafter referred to as “Center”).
- 1.2. The Parties agree that the implementation of cooperation of this MoU shall be in accordance with the laws and regulations of the countries of the respective Parties and based on the principles of mutual respect and mutual benefits.

2. Scope of Cooperation

- 2.1. For the implementation of this MoU, the Parties agree to cooperate in the following matters:
 - a. developing the center of excellence of robotic telesurgery training

- services in Adam Malik General Hospital Medan;
 - b. capacity building for surgeons and residence doctors through training of advanced surgical skills based on the latest scientific methods;
 - c. establishing an interdisciplinary platform among clinicians, researchers, and engineers;
 - d. creating a dynamic environment for fostering new ideas in the field of medical education and training; and
 - e. encouraging new research projects in the field of medical and surgical interventions.
- 2.2. The Center will conduct the following activities:
- a. theoretical and basic principles classes;
 - b. training in Virtual Reality machines for several sessions to meet the minimum expertise;
 - c. training on artificial (silicon-based) models;
 - d. training on ex vivo tissues; and
 - e. training on live animals.
- 2.3. The training shall be continued to clinical observation of trainees during the clinical practice of expert professors and clinical practice of trainees under the supervision of expert professors after 2 (two) years of practicing and testing the robotic system approved to be practically applied on humans.
- 2.4. To support the sustainability of the Center, the Parties will endeavor to:
- a. create opportunity of business partnership for joint investment and transfer of technology with a view to local production of the robotic surgery system in Indonesia; and
 - b. facilitate the distribution of robotic surgery product before being locally produced in Indonesia
- 2.5. The roadmap for long-term programs toward the sustainability of the establishment of the Center under this MOU is reflected in Annex 1.

3. Roles and Responsibilities

- 3.1. The MOH, represented by the Directorate General of Health Services will coordinate the implementation of the Center and will have the following roles:
- a. support the vertical referral hospitals in establishing centers and providing demo robotic telesurgery system for training;
 - b. support the Special Access Scheme (SAS) facilitation of the robotic education version.
- 3.2. AMH as a public hospital under the supervision of the MOH will:
- a. conduct training and research for surgeons and residence doctors;
 - b. conduct capacity building for transfer of knowledge and skill on robotic telesurgery system.
- 3.3. USU as one of the state universities in Indonesia will conduct training and

research collaboration and joint preclinical trial activities for the robotic telesurgery application.

- 3.4. Indofarma as one of the members of the state-owned holding company in Indonesia will perform a feasibility study of business partnership joint investment and technology transfer for local production of the robotic surgery system in Indonesia. In the early stages of this program, Indofarma will act as a Provider of Robotic Surgery products before being locally produced in Indonesia.
- 3.5. ISTI as a government agency under the Presidency of I.R Iran will facilitate and support the SinaMed and Iran Advanced Clinical Training (I ACT) Center to develop the training center for robotic telesurgery skills as an advanced medical procedure in Indonesia.
- 3.6. TUMS as the most prominent medical university in Iran will conduct research collaboration and joint preclinical trial activities for the robotic telesurgery applications by assigning the I ACT center as its representative.
- 3.7. I ACT Center as a public training center under the supervision of the Tehran University of Medical Sciences will provide an advanced clinical training curriculum and research proposal for the Center.
- 3.8. SinaMed as an innovator industry of the Islamic Republic of Iran will participate in the followings:
 - a. to provide the Sina Robotic Telesurgery system (flex model) and its consumable instruments during two (2) years of the training program;
 - b. to technical support and training of local Indonesian engineers to set up the machine and operate it;
 - c. to capacity building business partnerships and transfer of technology for local production of the robotic surgery system in Indonesia.

4. Funding

The funding of this Pilot Project will be supported jointly by the Vice Presidency for Science, Technology and Knowledge-based Economy of the Presidency of the Islamic Republic of Iran, SinaMed, MOH, AMH, USU, and Indofarma. The proportion of budget contribution is reflected in Annex 2.

5. Intellectual Property Rights

- 5.1. Subject to the prevailing laws and regulations in their respective countries, each Party shall respect the Intellectual Property Rights (IPR) of the other Party brought in for the implementation of this MOU and the said IPR shall remain the property of that Party.
- 5.2. Each Party shall indemnify the other Party for any claim made by any third party on the ownership and legality of the use of the IPR which is brought in by either Party for the implementation of the activities under this MOU.

- 5.3. Any intellectual property resulting from activities conducted under this MOU shall be jointly owned by the Parties, and the Parties shall be allowed to use such property only for non-commercial purposes, free of royalty.
- 5.4. Termination or expiration of this MOU shall not affect the rights and/or obligations of the Parties.

6. Data, Confidentiality, and Use of Information

- 6.1. The Parties shall keep the confidentiality of all documents, data, information, and/or materials disclosed by or acquired from the other Party relating to the implementation of this MOU which is marked as "confidential". The confidentiality agreement between the Parties shall be applicable to this MOU.
- 6.2. Unless otherwise agreed upon, any results of this Project shall be approved by TUMS, I ACT, AMH and USU.
- 6.3. Without prior consent of TUMS, I ACT, AMH and USU, the above-mentioned results shall not be introduced or published in seminars, national or regional professional conferences, publications, papers, and academic speeches, or in other ways. Necessary communication concerning a specific matter would be allowed subject to the prior written consent of the TUMS, I ACT, AMH and USU on a case-by-case basis.
- 6.4. The Parties agree that the provisions of point 6 will continue to be respected by the Parties notwithstanding the discontinuation of the cooperation under this MOU.

7. Code of Conduct

The Parties agree that their personnel involved in the cooperative activities under this MOU shall observe, respect, and abide by the laws and regulations of the host country and shall avoid performing any activities inconsistent with the purposes and objectives of this MOU.

8. Publication

- 8.1. Any joint publication will be reviewed and decided by the Parties according to their own policies and procedures prior to the publication.
- 8.2. Publication of reports and other information generated from cooperation activities under this MOU may be done jointly or individually by the Parties. Either Party wishes to individually publish shall obtain the prior written consent of the other Party and shall acknowledge the contribution of the other Party.

- 8.3. Rights arising from publications of the cooperation under this MOU will be decided in writing by the Parties before the publication can be made.
- 8.4. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless the author explicitly declines to be named.

9. Dispute Settlement

- 9.1. Any disputes in relation to the interpretation and/or implementation of this MOU shall be settled amicably by mutual consultation or negotiation.
- 9.2. The Parties agree to refrain from unilateral action and to consult and negotiate to reach a mutually agreeable decision.

10. Amendment

The Parties may amend any part of this MOU through mutual written consent. Such amendment will come into effect on such date as determined by the Parties and will form an integral part of this MOU.

11. Effective Date, Duration, and Termination

- 11.1. This MOU shall become effective upon the last signature by the authorized officials of Parties and will remain in effect for the period of 2 (two) years. It may be extended based on mutual consent of the Parties.
- 11.2. Any Party may withdraw its participation in this MOU by providing written notification to the other Parties at least 3 (three) months prior to the intended date of withdrawal.
- 11.3. The remaining Parties will decide the status of the Project and the continuation of the cooperation activities.

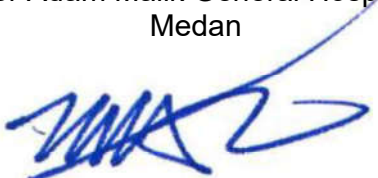
SIGNED in duplicate in Jakarta on *December 30, 2023*, and in Tehran on *January 10, 2024* in Indonesian, Persian, and English languages. All texts being equally authentic. In case of any divergence of interpretation of this MOU, the English text shall prevail.

For the Ministry of Health of the
Republic of Indonesia



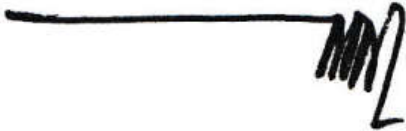
dr. Azhar Jaya, SKM, MARS
Deputy Minister for Health Services

For Adam Malik General Hospital
Medan



dr. Zainal Safri, SpPD-KKV, SpJP(K)
President Director

For Universitas Sumatera Utara



Prof. Dr. Muryanto Amin, S.Sos, M.Si
Rector

For PT Indofarma, Tbk

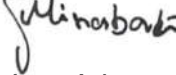


Dr. Agus Heru Darjono, SE, MM, MTh.
President Director

Witnessed by:
H.E. Mr. Budi Gunadi Sadikin,
Minister of Health of the
Republic of Indonesia

For Vice Presidency for Science,
Technology and Knowledge-based
Economy of the Presidency of the I.R.
Iran

Dr. Amir Hosein Mirabadi
Deputy for International Affairs

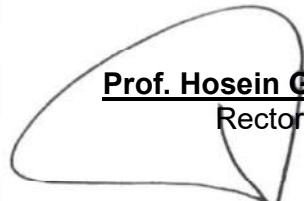


For Iran Advanced Clinical Training
(IACT) Center



Dr. Alireza Mirbagheri
Director

For Tehran University of Medical
Sciences



Prof. Hosein Ghanaati
Rector

For SinaMed Co.



Dr. Farzam Farahmand
President Director

Witnessed by:
**H.E. Dr. Rouhollah Dehghani
Firouzabadi,**
Vice President for Science, Technology
and Knowledge-based Economy of the
Presidency of the I.R. Iran