



# MEMORANDUM OF UNDERSTANDING

Malaysian Medics International  
And  
Medic Footprints Malaysia

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## **Preamble**

This Memorandum of Understanding (MoU), hereinafter referred as the Instrument, concluded on 3rd June 2021 between the Malaysian Medics International (MMI) and Medic Footprints Malaysia, hereinafter referred to as an Affiliation, shall be the instrument affected by provisions enshrined in MMI's constitution to provide a clear understanding on the terms, responsibilities, benefits, and relationships between MMI and the Affiliate in this Affiliation for 2020/2021 term.

## **Part 1 Definitions and Interpretation**

### **Article 1 – Affiliate**

1. An Affiliate shall be defined as any organisation, society, company, or institution that is forming a close relationship with Malaysian Medics International (MMI), as enshrined within this Instrument.
2. An Affiliation shall be defined as a close partnership between MMI and Affiliate.

### **Article 2 – Executive Council of Malaysian Medics International**

1. An Executive Council shall be defined as the designated leadership of MMI, in which two (2) Co-Chairs are designated as the representation of the MMI as an organisation.
2. Wherein MMI is concerned, the Executive Council is the main leadership body that takes precedence over its Branch Councils unless stated otherwise.
3. With respect to Article 3.2, the Executive Council of MMI consists of the Executive Committee and the Presidents and Vice President of each MMI Branch Councils that are recognised under MMI's Constitution.

### **Article 3 - Medic Footprints Malaysia (Affiliate)**

1. Medic Footprints Malaysia is a platform that connects doctors with diverse careers.

### **Article 4 – Formal Notice**

1. A Formal Notice shall be defined as an official form of communication between two entities via email or a formal document with the Affiliate's letter heading.

### **Article 5 – General Meeting**

1. A General Meeting, hereinafter referred to as GM, shall be defined as the regular meeting between MMI and the Affiliate to provide updates and make general discussion.
2. The frequency of GM shall be agreed mutually between MMI and the Affiliate.

## **Part 2 Affiliation**

### **Article 6 – Aims of Affiliation**

1. The instrument aims to set out the scope of the affiliation between MMI and Affiliate in the common interest of representing, serving, and contributing towards the betterment of Malaysian medical students and doctors.
2. The instrument shall serve as the framework and basis of cooperation, communication, and coordination between MMI and the Affiliate to achieve those aims.
3. The efforts to achieve a common goal may create legally binding obligations on MMI and the Alliance.
4. Both MMI and the Affiliate shall observe mutual respect, communication, and maintain professionalism.
5. MMI and the Affiliate are not to act in ways that are prejudicial to the founding principles, values, and missions respectively.
6. The Affiliate in this Instrument shall require that one respect the founding principles and ideology behind MMI and the Affiliate.

### **Article 7 – Criteria and Conditions for Affiliate**

1. A society, organisation, company, or institution as an Affiliate with provisions enshrined in this Instrument shall be recognised as an Affiliate.

2. Any prospective Affiliates that are under consideration to become part of this Affiliation with MMI shall satisfy the following criteria
  - a. Is a lawful organisation;
  - b. Is not politically partisan
  - c. Does not singularly align to one religion;
  - d. Does not discriminate any other person(s) based on their race, gender, sex, culture, religion, sexual orientation, gender identity, or disability;
  - e. Does not champion extremists, terrorists or violent views, ideology, or actions that go against the fabric of Malaysian society.

#### **Article 8 – Restrictions of Affiliation**

1. Either MMI or the Affiliate shall have the right to withdraw their support at their discretion in certain cases, such as specific events, if the event or project is deemed by MMI or the Affiliate as detrimental to the core principles of the body.
2. MMI shall not invite nor accept any nominations of any Affiliates to become an Affiliate that does not represent the Malaysian medical community and their interests.

### **Part 3 Benefits**

#### **Article 9 – Affiliate Benefits from MMI**

1. An Affiliate that has been formally recognised by MMI receives provisions enshrined in this Instrument, but is not limited to
  - a. Promotional materials that feature the Affiliate, digital, or in print;
  - b. The Affiliate will be represented as MMI's networks with regards to, but not limited to
    - i. stakeholder engagement;
    - ii. website, which the Affiliate shall be listed as an Affiliate;
    - iii. events or projects that have required their support or should Affiliate request to be a part of due to reasons that may involve their participation, collaboration, or partnership specifically;
2. The Affiliate may use MMI's name and/or logo with the Executive Council of MMI's approval.
3. The Affiliate may be able to co-create and suggest directions for MMI as a representative Malaysian medical student body in Malaysia.
4. The Affiliate may partake in a role or be a part of a collaboration or partnership in any of MMI's Project, including Executive Council projects or Branch and Chapter Councils projects.
  - a. This shall be done in a GM with representatives from the involved Councils and be done under mutually agreed terms.
  - b. The Affiliates will be given priorities to collaborate with and under the terms of MMI's advocacy priorities to carry out its actions.
5. The Affiliate may propose collaborative projects with MMI.

#### **Article 10 – The relation of MMI and Affiliates**

1. An affiliate may receive benefits stipulated in Article 8 at the discretion of MMI.
2. In respect to Article 8 and Article 9.1, provision of such benefits shall only be provided in the interests of this affiliation and the working projects that may entail.
3. With regards to Article 9.2, provisions of such benefits shall only be provided to serve either MMI or the Affiliate's interests.
4. The affiliation will serve as a formal recognition of some degree of working relationship between MMI and the Affiliate.

5. Members who may or may not be a part of the Affiliate shall be entitled to sit in and observe in the GMs held by the Affiliate.
6. The Affiliate shall have complete autonomy in their own activities, projects, or operations from MMI and they shall be entirely responsible for their work.
7. MMI may request assistance from the Affiliate. However, the Affiliate may refuse such assistance should it be detrimental to the Affiliate's operations at their discretion.
8. Both MMI and the Affiliate shall have complete separation of finances and shall not have any recourse towards funding.
9. Both MMI and the Affiliate shall mutually observe the other individual entity's right to approach any organisation for sponsorship and act in good faith in negotiations between the company without prejudicing the other entity.
10. This Article does not invalidate nor prohibit MMI from establishing additional separate agreements on individual collaborations that may not have been addressed in the Affiliation process that highlight any work, benefits, and level of collaboration for the aforementioned collaboration.

## **Part 4 Responsibilities**

### **Article 11 – Affiliate's Responsibilities towards MMI**

1. The Affiliate shall uphold this Instrument and the procedures, guidelines, and rules as stipulated by MMI.
2. The Affiliate has no formal obligations to uphold these responsibilities in respect to Article 11.3 unless stated explicitly.
3. The Affiliate shall endeavor to assist MMI in MMI projects, which includes but is not limited to
  - a. Sharing on MMI activities, events, initiatives, and/or opportunities on their own social networks and their network;
  - b. Sending representatives to MMI events and taking part in MMI's advocacy, initiatives, and actions;
  - c. Invite and keep MMI updated on their initiatives and projects;
  - d. Invite MMI to be a part of their initiatives and allow collaborative opportunities in line with MMI's advocacy priorities;
  - e. Assist in MMI's knowledge-building hub, such as documentation, surveys, and reports.
4. The Affiliate shall endeavour to encourage their members, including the Affiliate's core members to be involved and participate in MMI related activities, events, and initiatives, which includes but is not limited to MMI's
  - a. Participation in the annual Malaysian Medical Summit
  - b. Advocacy priorities and the related initiatives and projects
5. The Affiliate shall provide necessary responses, feedback, and suggestions that shall allow MMI to improve as an organisation.
6. The Affiliate shall appoint someone within the council to be the main point of contact with MMI.
7. This article does not invalidate nor prohibit MMI from establishing additional separate agreements on individual collaborations that may not have been addressed in the affiliation process that outline the Affiliate's responsibilities.

## **Part 5 Affiliation Procedures**

### **Article 12 - Induction**

1. Invitation to be affiliated does not imply a successful admittance as an Affiliate.
2. No Affiliation is perpetual. The minimum duration of any Affiliation with this Instrument shall be 365 days from the day of signatories, unless stated otherwise.
3. The Executive Council of MMI shall be required to have a meeting with the prospective Affiliate to determine the benefits and scope of the working relationships and the common goal.
4. Any potential collaboration, roles, and responsibilities shall accompany the Memorandum of Understanding via an Annex or it can take place after signatories have been formalised.
5. In accordance with MMI's constitution, any potential affiliation shall be voted within the Executive Council for induction.
6. The process of induction for the prospective Affiliate shall be approved by a two-thirds majority quorum within the Executive Council of MMI. Following which an Affiliate's confirmation is evidenced by the signatories between MMI and the Affiliate within this Instrument.
7. The Affiliate may require to submit several documents that accompany the signatories.
  - a. Constitution
  - b. Supporting Letter from the Affiliate
  - c. Appointed person of liaison

#### **Article 13 – Renewal**

1. A renewal of Affiliation shall be undertaken within sixty (60) days after the expiry of this Instrument.
2. The Affiliation shall be renewed as deemed fit by MMI's Executive Council and the Affiliate after a GM with the Affiliate and discussion on terms satisfiable within the Alliance.
3. Should Article 13.2 be invoked, the Affiliate shall be required to submit the following documents to MMI, which includes but is not limited to
  - a. Updates to the Affiliate's Constitution, if any;
  - b. The updated list of Executive Council;
  - c. Signed declaration and agreement of this Instrument.
4. Once Article 13.2 has been invoked and satisfied, then MMI shall have fourteen (14) days to review the documents and inform the aforementioned Affiliate on the decision of renewal to either accept, reject, or request for more information.
5. Should more information be required, then the Affiliate shall have fourteen (14) days to supply the necessary documents.
6. The approval of renewal of a new Instrument shall be confirmed by a Formal Notice for a GM and the MoU shall be issued and signed by both MMI and the Affiliate.

#### **Article 14 – Expulsion of Affiliate**

1. An Expulsion shall refer to the unilateral decision by MMI to remove the Affiliate from the list of Network, and all associated benefits and relationship(s) henceforth.
2. Article 14.1 shall be invoked to begin proceedings of expulsion by
  - a. A Formal Notice of any Executive Council member.
  - b. A GM within the Executive Council shall be called upon.
  - c. With a two-thirds majority, the expulsion of the Affiliate shall be supported.
  - d. A Declaratory Statement shall be issued.
3. The Affiliate loses its status effective immediately should Article 14.2 be invoked and satisfied.
4. Future renewal of the Affiliation is possible with a new Instrument drafted, subject to the discretion of the Executive Council in the future.

5. Fair notice will be provided to the members of both parties on the expulsion or termination of the Affiliation.

**Article 15 – Annexes of the MoU**

1. Both MMI and the Affiliate may establish and publish Annexes for this Instrument, which may be presented in lieu or as part of this Instrument.
2. Annexes shall refer to supplementary documents that are expected to change or update annually, and has a relatively fluid structure, which includes but is not limited to
  - a. Organisation chart representation for the Affiliate;
  - b. The working project;
  - c. Additional benefits or responsibilities with respect to Article 9, 10, and 11;
  - d. The agreement and affixed signature in lieu with this Instrument.
3. Should there be any conflicts between this Instrument and the Annexes, the Instrument shall be upheld, and the Annexes are automatically null and void.



In witness whereof, the Affiliation between Malaysian Medics International and Medic Footprints Malaysia is thereby established through this Instrument on 3<sup>rd</sup> June 2021.

Electronically signed for and on behalf of the MalaysianMedics International



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**Ivanna Sim Ting Mei**  
Executive Co-Chair  
Malaysian Medics International  
Term 2020/2021

**Date:** 3rd June 2021



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**Dr. Ong Siu Ching**  
Executive Co-Chair  
Malaysian Medics International  
Term 2020/2021

**Date:** 3rd June 2021

Electronically signed for and on behalf of the MedicsFootprint Malaysia



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**Dr. Selina Chew**  
Founder & Managing Director  
Medic Footprints Malaysia

**Date:** 1/6/2021