Memorandum of Understanding (MOU)
(Research, Promotion and other common interests Collaboration)

Memorandum made this 15th day of September 2009

BETWEEN

The Hear and Say - Centre for Deaf Children Ltd (ABN 32 058 430 069) of 44 Munro Street, Auchenflower, Brisbane QLD ("HSC"), AND

Taiwan E-Learning & Digital Archives Program of Building for Humanities and Social Sciences(First Floor, North), Academia Sinica, 128 Academia Road, Section 2, Nankang, Taipei 11529, Taiwan ("TELDAP")

RECITALS
A. HSC is a not for profit company limited by guarantee that provides Paediatric Auditory-Verbal and cochlear implant services, teaching children who are deaf or hearing impaired to listen and speak. As an adjunct to these services, it undertakes research through its I HEAR Innovation division.

B. TELDAP is aimed to creatively promote national digital archives and e-learning applications and facilitate the development of Taiwan's culture, society, industry and economy, followed by disseminating Taiwan's experience in the international community to expand Taiwan's international space and sustainably maintaining important cultural assets of our nation and the development of e-learning's application in industry, academic research and education. Part of TELDAP is a collaborative learning platform developed to facilitate effective group participation regardless of physical location. Chairman and Professor of Information Management, National Sun Yat-sen University, Professor Chen Nian-Shing, has developed this Learning Management System primarily for Distance Education.

C. The Parties desire to combine their respective expertise and conduct collaborative research in the research field, undertake joint promotional activities and promote common interests. The parties wish to conduct their activities in an open, transparent and confidential manner in the field of technology enhanced learning solutions.

D. This MOU sets out the interim arrangements to which the Parties have agreed to collaborate by way of research and promotional activities. The arrangements pertaining to the ways in which the result of the research work is to be dealt with by the Parties will be the subject of a separate project agreement.

E. This Agreement relates to only a portion of the research work of the Parties. The Parties acknowledge that this Agreement will not extend to any part of the research work not included in the specified field or included in the field but subject to an existing third Party agreement.
THE PARTIES AGREE AS FOLLOWS

1. Definitions

Memorandum' means this memorandum together with any schedules or annexures and any amendments made in accordance with this memorandum.

'Background Intellectual Property' means Intellectual Property owned or controlled by a Party including but not limited to Intellectual Property developed prior to or independently of this Memorandum, made available by that Party (in its sole discretion) for the purpose of the Research Collaboration.

'Commencement Date' means the date specified in Item 1 of Schedule 1.

'Commercialise', in relation to the Research Project Intellectual Property, means to manufacture, sell, hire or otherwise exploit a Product, process, or to provide a service incorporating the Research Project Intellectual Property, or to licence any third Party to do any of those things and Commercialisation is to be similarly construed.

'Confidential Information' means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party which the Disclosing Party regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure.

'Improvement' means any improvement, advancement, modification, adaptation or the like arising from a Party's use or Commercialisation or both of Background Intellectual Property and that does not constitute Research Project Intellectual Property.

'Intellectual Property' means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

'Parties' means the Parties to this Memorandum.

'Personnel' means the employees, students, agents, contractors, consultants, directors, officers and sub-licensees of a Party involved in the conduct of the Research Project.

'Research Collaboration' means the research and related activities to be conducted by the Parties in accordance with this Memorandum.

'Research Project Intellectual Property' means the new Intellectual Property relating to the combined use of the Parties' respective Background Intellectual Property (or any Improvements thereon) developed pursuant to the Research Collaboration.

'Term' means the term as specified in Clause 2.

This Memorandum will commence on the Commencement Date and shall remain in force until the date specified in Item 2 of Schedule 1. The Parties agree to review this Research Collaboration at the end of the Term. It is intended that this Memorandum will be
replaced with a formal agreement between the Parties that states the ongoing research and commercialisation arrangements between the Parties

3. The Parties shall carry out the Research Collaboration in an open and collaborative manner and with all reasonable professional, scientific and ethical principles and standards.

4. The Parties agree that any Improvements to Background Intellectual Property will remain the property of the Party owning the Background Intellectual Property.

5. The Parties agree that any improvements made as a result of the combined use of the Parties Background Intellectual Property will constitute Research Project Intellectual Property which will be beneficially owned by the Parties jointly in shares proportional to the level of contribution made by each Party. The commercialisation of the Research Project Intellectual Property shall be on commercial terms negotiated in good faith by the Parties. The specific terms will be the subject of a separate commercialisation agreement.

6. The Parties agree not to disclose any aspect of the Research Collaboration or the terms of this Memorandum to any third Party without the prior consent of the other Party, and to procure that their respective Personnel comply with the obligations set out in this clause. The obligations of this clause 6 will survive the expiration of this MOU.

7. The Parties acknowledge that the publication of books, papers, theses and other forms of dissemination of information including, without limitation, conference presentations (whether by oral presentation or by poster) is encouraged. The Parties agree that the publication or presentation of any results relating to, or arising from, the Research Collaboration will be jointly agreed by the Parties and include an acknowledgement of all the Parties.

8. Either Party may terminate this Memorandum with written notification to the other Party of 30 days.

Signed for and on behalf of and with the authority of
HEAR AND SAY – CENTRE for DEAF CHILDREN LTD by:

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Signature

DIMITY DORMAN AM MANAGING DIRECTOR AND FOUNDER

Print Name and Title

Dimity Dornan A.M., Managing Director and Founder

Signed for and on behalf of and with the authority of
TAIWAN E-LEARNING & DIGITAL ARCHIVES PROGRAM by:

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Signature

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Print Name and Title

Dr. Ts’ui-jung Liu, Program Director
SCHEDULE 1

Item 1. Commencement date 15th September 2009

Item 2. End date is 30th June 2012