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MEMORANDUM OF UNDERSTANDING (MOU)

FOR THE PROMOTION OF SCIENCE AND TECHNOLOGY-BASED TRADITIONAL CHINESE MEDICINE AND THE DEVELOPMENT OF THE HERBIZON OVERSEAS TCM CENTER – PORTO OFFICE

I. THE PARTIES

A. HERBIZON (Spin-off of the Macau University of Science and Technology (MUST) and the Hengqin Chinese Medicine Laboratory), hereinafter referred to as "HERBIZON".

B. CHINÁSIO - HOSPITAL DE MEDICINA CHINESA, LDA (Chinese Medicine Hospital), corporate entity NIPC 518710360, headquartered at Rua José Saramago, 17, hab. 8.3, 4430-691 Vila Nova de Gaia, Portugal, hereinafter referred to as "Chinásio".

C. FLI - FUNDAÇÃO LUSO INTERNACIONAL PARA CULTURA E ENSINO (Luso International Foundation for Culture and Education), corporate entity NIPC 501 680 225, headquartered at Av. da Boavista 1588, sala 316, 4100-115 Porto, hereinafter referred to as "FLI".

II. PRELIMINARY CONSIDERATIONS

a) HERBIZON represents an advancement in Traditional Chinese Medicine (TCM) based on science and technology, as a spin-off of the Macau University of Science and Technology (MUST) and the Hengqin Chinese Medicine Laboratory.

b) Chinásio holds highly specialized clinical and scientific experience in TCM within the national context in Portugal, as well as a network of professionals and access to Luso-Chinese economic and academic operators.

c) FLI has the mission of catalyzing the relations and initiatives established between Portugal and China, fostering channels of economic, cultural, and academic collaboration and exchange.

d) HERBIZON recently inaugurated the Herbizon Overseas TCM Center – Porto Office in Portugal, as a hub for the dissemination of science and technology-based TCM.

e) The Parties declare a common interest in exploring institutional synergies to promote science and technology-based TCM, foster research, training, and the transfer of knowledge between China, Macau and Portugal.

III. PROTOCOL CLAUSES

Clause One - Object and Scope

1. This Memorandum aims to define a framework for cooperation between the Parties for the **development and consolidation of the Herbizon Overseas TCM Center – Porto Office**, focusing on the promotion of **science and technology-based Traditional Chinese Medicine**.
2. This cooperation will include, as a non-binding example and subject to the Parties' agreement, the analysis and evaluation of the following components:
 - o Creation of specialized training and educational programs in science and technology-based TCM.
 - o Definition of research and scientific validation models for TCM therapeutics and products, in compliance with European standards.
 - o Study of the feasibility of establishing a Clinical Center of Excellence in TCM/Integrative Medicine.
3. The nature of these initiatives is strictly **exploratory** at this stage and dependent on the subsequent signing of the necessary contractual instruments.

Clause Two - Principles and Initial Commitments

1. The Parties shall conduct the planned actions based on the principles of **mutual respect, cooperation, transparency, good faith, regulatory compliance, and reciprocal benefit**¹.
2. The Parties make the following preparatory and informational commitments forthwith:
 - o **HERBIZON**: Shall share relevant institutional and scientific information and identify potential areas for research collaboration.
 - o **Chinásio**: Shall share technical-clinical knowledge on TCM and provide input for the preliminary curriculum design.
 - o **FLI**: Shall facilitate institutional contacts and present opportunities for articulation with Chinese networks.
 - o **All Parties**: Shall commit to cooperating in identifying applicable regulatory, ethical, and quality requirements.

Clause Three - Governance

1. For the coordination of the efforts herein, the Parties shall establish a **Working Group (WG)** with representatives appointed by each Party².
2. **Composition**: The WG shall consist of representatives appointed by **HERBIZON, Chinásio, and FLI**.
3. **WG Functions**:
 - o To pursue and guide the implementation of the initial commitments.
 - o To map resources, risks, and applicable regulatory or financial

- constraints.
 - o To continuously verify the technical-scientific and regulatory viability of the joint projects.
 - o To validate the rules related to authorship and scientific dissemination and approve joint communication materials.
4. **Decision-Making Capacity:** The decisions of the WG shall be of a **technical and instructional nature**³. Any strategic decisions or those involving legal or financial commitments shall depend on the explicit written agreement of all Parties⁴.

Clause Four - Term and Commitments

1. This Memorandum shall enter into force on the date of its signing and shall remain in effect for **12 months (one year)**, unless renewed by express written consent of the Parties⁵.
2. The clauses concerning **confidentiality**⁶ and **use of name and designations**⁷ are **immediately and automatically binding**⁸.

IV. WORK PLAN AND TIMELINE (6 MONTHS)

This detailed plan guides the exploratory phase, aiming to produce a feasibility assessment at the end of the period.

Phase	Month	Main Activity	Key Responsible Party	Completion Milestone (WG)
Phase I: Structuring & Feasibility	1	WG Establishment: Appointment of representatives, first alignment meeting, and approval of the 6-month plan.	WG (All Parties)	WG Establishment Minutes.
	2	Scientific/Technological Mapping: Herbizon presents the scientific TCM model. Chinásio presents clinical/training capacity and existing gaps.	HERBIZON / Chinásio	Preliminary Methodological Alignment Report.
	3	Regulatory and Logistics Analysis: WG maps regulatory requirements (TCM, Clinical Trials, Products in the EU) and assesses potential physical spaces.	WG (All Parties)	Priority Regulatory Requirements List.
Phase II: Design and	4	Preliminary Design (Training and Clinical): Chinásio, with	Chinásio / HERBIZON	Curricular Structure and

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Phase	Month	Main Activity	Key Responsible Party	Completion Milestone (WG)
Articulation		input from Herbizón, develops a preliminary curricular structure proposal and a Clinical Center model.		Clinical Model Proposal.
	5	Institutional/Commercial Articulation: FLI promotes contacts with Chinese networks (academic, business) for funding and potential partners. WG evaluates product supply potential.	FLI / Chinásio	Partnership Opportunity Report (Investment / Commercial).
	6	Drafting Binding Terms: WG finalizes the exploratory analysis and outlines the terms for Complementary Protocols (e.g., Intellectual Property, Data Processing).	WG (All Parties)	Presentation of Draft Consortium Agreement.


V. SIGNATURES

In acceptance of the terms, the Parties sign:

Herbizón:



Name: [Name and Title of Representative]

Chinásio - Chinese Medicine Hospital: 

Name: Lara Lopes (Prof. Dr.), Clinical Director

FLI - Luso International Foundation:

Name: Y Ping Chow, Executive Council President

