



Taiwan Association of Orthodontists  
中華民國齒顎矯正學會

親愛的 會員醫師們 您好，

學會於 11-2 次會員大會通過章程第三章第九條第五點「本會專科會員必須成為 WFO 會員」，經查發現近年來部分專科會員醫師每年有 WFO 會籍並未續會的情形，而導致本會在 WFO 的會員人數大幅減少。為解決這個困境，由 WFO 候任理事長 Dr. Nikhilesh R Vaid 幫忙爭取後，今年 8 月 WFO 理事會同意 TAO 得以團體優惠方式加入 WFO 會員，每年由學會統一繳交 WFO 會員年費並協助完成新申請或續會的程序，經 TAO 理事會同意後由呂理事長與 WFO 秘書長 Dr. Lee Graber 簽署 5 年 MOU(Memorandum of Understanding)合約以利進行辦理該協議。MOU 有效時限為 5 年，如雙方無任何異動該 MOU 自動延長，如此我們可長期確保學會之有效專科會員醫師具有 WFO 的有效會籍(如學會已停權或停會醫師將不列入此權益)。

說明: 1. 109 年度起不再向專科會員收取\$1,000 的 WFO 年費代收費; 2. 為簡便作業程序與掌握每一位會員之會籍到期日，統一由秘書處協助 WFO 新入會與續會的申請作業 3. 未來 5 年若有收到 WFO 續會通知(WFO Member Dues Notices)，敬請忽略，如有疑問請直接將信轉寄至學會信箱 [tao.taiwan@msa.hinet.net](mailto:tao.taiwan@msa.hinet.net) ,由學會統一辦理續會手續。

此外，今年 10 月 WFO, APOS 與 JOS，原訂在日本橫濱共同協辦的第九屆國際矯正大會(The 9th International Orthodontic Congress)，因疫情因素已改成線上會議，為提升國際間之學術交流與增廣新知，學會鼓勵專科會員們踴躍報名參加 The 9th International Orthodontic Congress “Virtual Meeting”。學會的所有專科會員醫師，全部都具有 WFO 的會員身份，並得以享有 WFO 會員身份的報名費優惠。

報名時間:即日起至 2020.11.03。報名連結: [Online registration](#)。

線上會議: 2020.10.04~10.06。講程資訊: [Congress Program](#)。

線上影片可於 2020.10.07~11.03 期間回溯觀看。

更多資訊請參考 9th IOC 官網: <http://www.wfo2020yokohama.org/index.html>

中華民國齒顎矯正學學會 理事長 呂世平 醫師  
2020 年 9 月 8 日 敬上

## Memorandum of Understanding

THIS AGREEMENT is entered into effect as of the 15 day of August, 2020, by and between the World Federation of Orthodontists, a Missouri corporation ("WFO"), and the Taiwan Association of Orthodontists, ("TAO"), a founding affiliate association of the World Federation of Orthodontists.

WHEREAS, the WFO and TAO agree that it is mutually beneficial to both organizations to maintain a long standing and strong relationship; and

WHEREAS, the WFO and TAO agree that 100% individual member fellowship in the WFO for TAO members is mutually beneficial and wish to assist in supporting that goal; and

WHEREAS, the WFO and TAO agree that a five year reduced dues arrangement for individual TAO fellowships would assist in supporting that goal;

NOW, THEREFORE, in consideration of the mutual promises of the parties, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. The TAO will provide the WFO with a listing of all TAO members along with their respective contact information including e-mail address(s) and additional demographic information as noted in the current WFO Fellow and WFO Academic Member Application form. See Appendix A.
2. The WFO will provide a listing to TAO of all TAO pre-paid WFO members who are due for renewal in the calendar year(s) covered by this agreement.
3. The TAO will remit yearly WFO Fellowship dues on an annual basis at \$25 per member for those TAO members who do not already have a paid WFO membership. While the initial payment is due no later than September 15, 2020, subsequent payments will be due on the Agreement anniversary dates of August 15, 2021; August 15, 2022; August 15, 2023; August 15, 2024. See Appendix B for estimated payments.
4. The WFO will provide all membership benefits to TAO members including WFO registration rates to the 9th IOC in 2020. While the term of this agreement is five years ending on August 15, 2025, WFO registration rates for the 10th IOC in 2025 are not included in this agreement and are dependent upon renewal of the agreement as noted below in paragraph 5.
5. Term and Termination. The term of this Agreement shall commence with the date of this Agreement, August 15, 2020, and continue for five (5) years thereafter, provided that this Agreement shall be eligible for renewal for additional successive five (5) year terms unless either party provides written notice of termination to the other at least one-hundred and eighty (180) days before the expiration of the initial or any successive term. WFO per member rates for successive terms will be mutually decided upon no later than one year prior to the end of this or any successor Agreement. Such extended term(s), if any, shall be upon the general terms and conditions of this Agreement with the exception of per member rates as noted. In addition, this Agreement may be terminated by either party at any time during the term of this Agreement as a result of the other party's failure to perform the covenants of this Agreement through providing (a) written notice to the other, which shall set forth (i) the specific act(s) of default; and (ii) a date, not less than 45 days from the date of the notice upon which such termination shall be effective; and



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(b) the defaulting party with 45 days in which to remedy and otherwise cure the act(s) of default set forth in the notice to the reasonable satisfaction of the party providing notice, and if such remedial measures correct the act(s) of default, then this Agreement shall continue in full force and effect for the remainder of the applicable term.

6. Attorneys' Fees. In the event arbitration or other proceedings are commenced by any party, the non-prevailing party shall reimburse the prevailing party for all expenses and attorneys' fees incurred in connection with such proceedings.

7. Indemnification. TAO hereby agrees to indemnify, save, defend and hold WFO harmless from any and all liabilities, actions, claims, demands and damages, including, but not limited to, reasonable attorneys' fees, arising out of or relating to its actions, unless attributable to the acts of WFO. WFO hereby agrees to indemnify, save, defend and hold TAO harmless from any and all liabilities, actions, claims, demands and damages, including, but not limited to, reasonable attorneys' fees, arising out of or relating to its actions, unless attributable to the acts of TAO.

8. Force Majeure. Either party's delay in, or failure of, performance under this Agreement will be excused where that default is caused by an act of God, nature, terrorism, fire, pandemic, or other catastrophe; electrical, computer, or mechanical failure; work stoppage; act of Government; or any other cause beyond the defaulting party's control.

9. Arbitration. The parties hereby agree to submit any unresolvable dispute between them to binding arbitration in accordance with the rules, then in effect, of the American Arbitration Association, and agree to be bound by the results of such proceedings.

10. Severability. In the event any provision hereof is declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect in order to effectuate the intent of the parties without regard to the affected provision.

11. Amendment. This Agreement may be amended or terminated at any time by the mutual written agreement of WFO and TAO.

12. Confidentiality. Neither party shall, during the term of this Agreement, or at any time thereafter, disclose any confidential information acquired by it from the other in the performance of this Agreement, except as agreed to by the party from which such information was acquired, or under compulsion of law.

13. Notices. Any notices or other communications required under this Agreement shall be in writing and shall become effective after hand delivery or ten (10) days after mailing by registered mail, postage prepaid, addressed to the respective parties at the addresses set forth by their signatures below. In the course of regular business, electronic transmission of communications is encouraged and expected.

14. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other, which shall not be unreasonably withheld.

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15. Waiver. Waiver by either party of any term or condition of this Agreement or any breach hereof shall not constitute a waiver of that or any other term or condition.

16. Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning the subject matter, whether oral or written.

17. Governing Law: This Agreement shall be governed by the laws of the State of Missouri.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties authorized have signed this Agreement on the dates set forth by their signatures below.

### Taiwan Association of Orthodontists

By: Shih-Ping Lu  
Dr. Shih-Ping Lu  
President, Taiwan Association of Orthodontists

Address: 11F-3, No. 352, Sec 1, Fuxing S. Road  
Da'an District  
Taipei City 106, Taiwan (R.O.C.)

Date: Aug 11th, 2020

### World Federation of Orthodontists

By: Lee W. Graber  
Dr. Lee W. Graber  
Secretary General, World Federation of Orthodontists

Address: 401 North Lindbergh Boulevard  
St. Louis, Missouri 63141 USA

Date: August 13, 2020