



รายงานการประชุม สมาคมนักทัศนมาตรศาสตร์ไทย

ครั้งที่ 10/2565

วันที่ 1 กันยายน 2565 เวลา 20.00 น.

ประชุม ณ ที่ทำการสมาคม และทางออนไลน์ ทางโปรแกรม Zoom

รายนามกรรมการผู้เข้าร่วมประชุม

- | | | |
|----------------------|----------------|-----------------------------------|
| 1. นายณรงค์ | ลีดาสวัสดิ์ | (นายกสมาคม) |
| 2. นายदनัย | ต้นเกิดมงคล | (ที่ปรึกษาอาวุโส) |
| 3. นายกฤษชัย | วัฒนธรรวงค์ | (อุปนายก คนที่ 2) |
| 4. นางจิตติพรรณ | แย้มสันต์ | (เลขานุการ) |
| 5. นายอรรถกร | พ่วงเป็ย | (ที่ปรึกษาฝ่ายกฎหมาย) |
| 6. นางสาวภาวศุทธิ์ | ลีดาสวัสดิ์ | (หัวหน้าฝ่ายวิชาการ) |
| 7. นางสาววรางคณา | ไชยศรี | (หัวหน้าฝ่ายปฏิบัติงานและแผนงาน) |
| 8. นายอัครพนธ์ | วัชรพลากร | (ฝ่ายปฏิบัติงานและแผนงาน คนที่ 1) |
| 9. นายชุนกิพลี | วาเซ็ง | (ฝ่ายปฏิบัติงานและแผนงาน คนที่ 2) |
| 10. นายศิริชัย | คุ้มโห้ | (หัวหน้าฝ่ายประชาสัมพันธ์) |
| 11. นายทศสมรรถ | เจ็งประภากร | (เหรียญ) |
| 12. นายพัทธ์ธนาการณ์ | คลองกิจพาณิชย์ | (กรรมการ) |
| 13. นางสาวสุนิสา | แซ่ไค้ว | (ผู้ช่วยเลขานุการ) |

รายนามกรรมการที่ไม่สามารถเข้าร่วมการประชุม

- | | | |
|-------------------|-----------------|-----------------------------|
| 1. นางสาวกาญจณี | บัวธนา | (ปรึกษาฝ่ายการเงินและบัญชี) |
| 2. นางสาวณัชชอาภา | พวงมาลัย | (นายทะเบียน) |
| 3. นายณัฐกิตติ์ | อธิธิธัญนรภัทร์ | (กรรมการ) |
| 4. นายชยพล | ธีรภัทรคุณากร | (กรรมการ) |
| 5. นางสาวบุญรัตน์ | เจริญรุ่งรัตน์ | (ฝ่ายประชาสัมพันธ์) |



- วาระที่ 1 เรื่องที่ประธานแจ้งให้ที่ประชุมทราบ
1.แจ้งการ เซ็นสัญญา กับ บริษัท จอห์นสัน แอนด์ จอห์นสัน (ประเทศไทย) จำกัด
- วาระที่ 2 เรื่องการรับรองรายงานการประชุมครั้งที่ 9 วันที่ 21/7/2555
- วาระที่ 3 เรื่องสืบเนื่อง
- วาระที่ 4 เรื่องที่เสนอให้ที่ประชุมทราบ
- วาระที่ 5 เรื่องที่เสนอให้ที่ประชุมพิจารณา
1.แจ้งการ เซ็นสัญญา กับ บริษัท จอห์นสัน แอนด์ จอห์นสัน (ประเทศไทย) จำกัด
2.วาระ รูปแบบใบสมัครเลือกตั้งกรรมการ
3.การลงรายงานประชุมในเว็ปฯ
4.การลงประกาศสัมมนาและประชุมใหญ่ ทศ.01
5.การสอบถาม จาก บ.มาร์เวล เรื่องขอให้ พนง.ที่เป็น OD เข้าสัมมนา
- วาระที่ 6 เรื่องอื่น ๆ



- วาระที่ 1 เรื่องที่ประธานแจ้งให้ที่ประชุมทราบ
วาระที่ 2 เรื่องการรับรองรายงานการประชุมครั้งที่ 9 วันที่ 21/7/25565
วาระที่ 3 เรื่องสืบเนื่อง
วาระที่ 4 เรื่องที่เสนอให้ที่ประชุมทราบ
วาระที่ 5 เรื่องที่เสนอให้ที่ประชุมพิจารณา

1.แจ้งการ เซ็นสัญญา กับ บริษัท จอห์นสัน แอนด์ จอห์นสัน (ประเทศไทย) จำกัด

สรุปสาระอาจารย์ณรงค์ ลีดาสวัสดิ์ (นายกสมาคม) ได้แจ้งต่อคณะกรรมการที่ประชุมให้ ทราบว่า ทาง บริษัทจอห์นสัน แอนด์ จอห์นสัน (ประเทศไทย) จำกัด ได้มีการติดต่อมา เรื่องของการร่วมมือกับทาง ทัศนมาตรของประเทศต่างๆ ของการทำสัญญา MOU ในการจัดอบรมการจัดทำ คอนแทคเลนส์ และซึ่งทาง อาจารย์ณรงค์ได้มีการแจ้งต่ออีกว่า ทางทัศนมาตรในประเทศไทย ยังไม่สามารถ ที่จะทำการสอนในการประกอบเลนส์ ได้สามารถทำได้เพียง การสอนใส่ และการดูแลรักษา เท่านั้น ทางบริษัทจอห์นสัน แอนด์ จอห์นสัน (ประเทศไทย) จำกัด จึงได้ขอส่ง สัญญามายังสมาคมเพื่อให้สมาคม พิจารณารายละเอียดเอกสาร ดังนี้



MEMORANDUM OF UNDERSTANDING

BETWEEN

Thailand Optometric Association

and

Johnson & Johnson Pte Ltd

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 22nd day of September 2020 (“Effective Date”) between:

1. Johnson & Johnson Pte Ltd (Reg. No. 197402104W), a company duly incorporated in the Republic of Thailand and having its registered office at a company with offices at 2 Science Park Dr, #07-13, Thailand 118222 (hereinafter “**J&J**”) of one part; and
2. Thailand Optometric Association (hereinafter referred to as “**THE ASSOCIATIONthe Association**”), a company duly incorporated in the Republic of Thailand, and having its registered office at 059108

(hereinafter each referred as a “Party” and collectively the “Parties”)



Preamble

Preamble

Whereas, J&J is desirous of collaborating and supporting THE ASSOCIATION in developing a Thailand Vision Care Centre of Excellence with an objective of educating the region in vision correction and eye care.

Whereas J&J wishes to collaborate with THE ASSOCIATION who will through its selected eye care experts (collectively referred to as “**Faculty**”) co-develop a program to educate eye care professionals, and the public on vision correction and eye care (“CoE Program”) in view of developing Thailand as the vision care reference centre in the region;

Whereas, the Parties wish to state and record their intention under this MOU.

Whereas, both J&J and THE ASSOCIATION understand that there remains a substantial amount of discussion, evaluation and planning to be completed in relation to this MOU. J&J and THE ASSOCIATION shall collaborate in good faith to develop the efficient and cost-effective methods to accomplish the objectives contemplated in this MOU. The Parties agree to further review and, if necessary, re-negotiate any materially affected terms and conditions of this MOU, if for valid and substantial reasons, the transaction is structured so as to cause serious deviations from the original intent.

Article 1: Establish a Centre of Excellence Program for excelling in Vision Care.

1.1 J&J agrees to conduct a series of innovative activities to position Thailand as a Centre of Excellence (CoE) in the region with support from THE ASSOCIATION where applicable.



1.2 J&J and THE ASSOCIATION agree to co-brand educational, marketing and publicity materials relating to the CoE Program whereby J&J is indicated as a supporting educational partner.

Article 2: Obligations

a. J&J and THE ASSOCIATION agree to organize, promote, sponsor and plan the activities to establish the CoE Program. THE ASSOCIATION agrees to consider the inclusion of J&J's educational assets into the CoE Program while maintaining the educational objectives of the said CoE Program at all times. THE ASSOCIATION reserves the right to make the final decision on the design of the CoE Program (including selection of content and faculty) appropriate for the target audience.

2.2 Initiatives planned for this long term strategic collaboration are listed in Exhibit A. Both parties agree to further review existing initiatives which could be included in the CoE Program.

2.3 THE ASSOCIATION further agrees to:

- a. Select and engage suitably qualified Faculty;
- b. work exclusively with J&J in the co-development of the different initiatives for the CoE program. The exclusivity will apply only to the initiatives co-developed by J&J and THE ASSOCIATION for the CoE Program.

Article 3: Funding

3.1 J&J will develop a detailed budget for each initiative planned for the CoE Program indicated in Exhibit A of this MOU.

3.2 Based on the budget, J&J will decide on the total sum of educational grant to be accorded to support the running of each single initiative. An educational grant agreement will



be issued for each initiative at least sixty (60) days in advance of the commencement of the said initiative.

Article 4: Independence/Impartiality/Conflicts of Interest

4.1 THE ASSOCIATION and J&J shall conduct and implement the COE with all due professional care and diligence in accordance with all laws and regulations maintaining throughout all licenses, qualifications, and certifications required to practice and provide copies of such documents if requested by J&J.

4.2 J&J in collaboration with THE ASSOCIATION through its members and/or Faculty shall conduct the COE in an ethical manner consistent with the standards of practice existing within the local territory including the standards, rules and regulations of applicable accrediting organizations and applicable J&J policies and provisions, including, without limitation, provisions of the International HealthCare Business Integrity Guide.

4.3 THE ASSOCIATION shall ensure that in the event its members and/or Faculty are (i) employed by or acting on behalf of a healthcare entity owned or substantially controlled by a government or public body, including, without limitation, public hospitals and public universities, and/or (ii) also considered a government official, and where required under local laws or regulations, NSC warrants and shall ensure that its member and/or Faculty warrant that its members and/or Faculty shall have obtained prior written approval from or provided notice to his or her supervisor or employer, whichever is required by law. Such approval or notice must fully disclose THE ASSOCIATION's members and/or Faculty's role in and nature and duration of the COE. On or before the execution of this MOU, THE ASSOCIATION shall provide J&J written evidence of the relevant approval or notification (as the case may be) or written confirmation that no such approval or notification is required.

4.3 Where the activities covered under this MOU are subject to professional and/or employment rules requiring approval by a professional organization and/or employer, THE



ASSOCIATION warrants and shall ensure that its members and/or Faculty warrant that he/she shall comply fully with such rules, including, as applicable, obtaining any required approval(s) prior to conducting the initiatives under COE and making any required reports. THE ASSOCIATION shall ensure that its members and/or Faculty acknowledge this obligation by executing the Conflict of Interest Certification in Exhibit B upon execution of this MOU. Furthermore, THE ASSOCIATION agrees and shall ensure that its Faculty/ members agree that J&J may disclose the existence and contents of this MOU to the relevant professional organization and/or employer and/or relevant institution or government entities where the Faculty and/or members is/are active.

Article 5: Confidentiality/Return of Documents

5.1 The parties acknowledge the obligation that the Confidential Information provided by any party to the other party pursuant to this MOU is the sole property of the Disclosing Party and all title, rights and interests in the Confidential Information remain vested in the Disclosing Party.

5.2 The parties acknowledge the obligation that the Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") pursuant to this MOU is the sole property of the Disclosing Party and all title, rights and interests in the Confidential Information remain vested in the Disclosing Party.

5.3 Both parties agree treat as confidential all information received from the other party which the latter has indicated in writing or labelled to be "Confidential", "Proprietary Information" or with any other comparable legend to similar effect, at the time of disclosure [or if disclosed orally, confirmed in writing by the Disclosing Party as such within thirty (30) days after its disclosure], including but without any limitation whatsoever:

- a) all commercial, marketing and business information, strategic and development plans, intentions, any matter concerning J&J or THE ASSOCIATION, its affairs, business,



operations, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with it;

- b) confidential information relating to the financial condition of the Disclosing Party, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever, whether electronic or otherwise; and
- c) scientific, technical, intellectual or other information in any form whatsoever, whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, product information, inventions, know-how, trade secrets, design rights, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory, and all other information which may be disclosed by the Disclosing Party, whether stored electronically or otherwise; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of the Disclosing Party made or acquired by the other party or coming into their possession or control in any manner whatsoever.

5.4 Where J&J has provided the THE ASSOCIATION, its members and/or Faculty (through THE ASSOCIATION) with documents related to or necessary for the performance under this MOU, THE ASSOCIATION undertakes and shall ensure that the Faculty undertakes to properly store such documents and not allow third parties to access such documents.

5.5 The Confidential Information shall be and remain the sole property of the Disclosing Party and shall be returned to the Disclosing Party forthwith on demand at any time or without demand upon the expiry or termination of this MOU.



5.6 Both parties shall use all reasonable steps to ensure that any information marked as confidential or proprietary to THE ASSOCIATION and/or J&J shall not be disclosed, whether directly or indirectly, to the (3rd) parties without the prior written consent of the other party, which consent shall not be unreasonably withheld, except:

(a) for the purposes contemplated, pursuant to and in accordance with the terms of this MOU; or

(b) with the consent of the other party and then only to the extent specified in such consent:

(c) to the extent as may be required by law or in accordance with the order of a court of competent jurisdiction, regulation, effective government policy or by any regulatory authority arising out of this MOU or relating to or in connection with the other party, provided that the party so required must give the other party prompt written notice and make a reasonable effort to obtain a protective order.

5.7 The restrictions on the disclosure of Confidential Information described in Clauses 5.1 to 5.6 above do not extend to any information that (a) already exists in the public domain at the time of its disclosure; (b) is already in J&J's or THE ASSOCIATION's (including its members and/or Faculty) possession; (c) is independently developed by J&J or THE ASSOCIATION outside the scope of this MOU; or (d) is rightfully obtained from third (3rd) parties.

5.8 Each party hereby agrees that it shall take all reasonably necessary steps to limit access to the Confidential Information of the other party to those principals, directors, officers, agents, employees, bankers, financial advisors, consultants and legal or other advisors, whose duties require them to possess such information or who are directly concerned with the purposes contemplated by this MOU and are made aware of its confidential status, to the extent reasonably required for the performance of this MOU, and ensure that they do not disclose or make public or authorize any disclosure or publication of any Confidential Information in violation of the MOU.



5.9 Each party must promptly inform the other party about any unauthorized disclosure of the other party's Confidential Information.

5.10 Subject to the foregoing, each party's confidentiality obligations under this clause shall survive the expiry or termination of this MOU.

Article 6: Personal Data Protection

6.1 Any personal data provided by THE ASSOCIATION to J&J and used by J&J directly or indirectly in the performance of this MOU shall remain at all times the property of THE ASSOCIATION. It shall be identified, clearly marked and recorded as such by J&J on all media and in all documentation.

6.2 J&J shall take all reasonable precautions and adequate measures to preserve the integrity and prevent any corruption or loss, damage or destruction of THE ASSOCIATION personal data.

6.3 In the event of termination of this MOU, J&J shall when directed to do so by THE ASSOCIATION, instruct all its agents and sub-contractors to erase all personal data provided by THE ASSOCIATION and all copies of any part of the personal data provided by THE ASSOCIATION from J&J's systems and magnetic data.

6.4 All personal data acquired by J&J from THE ASSOCIATION shall only be used for the purposes of this MOU and shall not be further processed or disclosed without the prior consent of THE ASSOCIATION.

6.6 Both Parties shall comply at all times with the Personal Data Protection Act 2012 (Act 26 of 2016) and the regulations made thereunder.



Article 7: Copyright/Publications/Inventions

7.1 All information, Know-how and Intellectual Property disclosed in connection with this MOU shall remain the property of the party introducing and/or disclosing the same to the other for the purposes of this MOU. It is agreed by the parties that use of such information, Know-how and Intellectual Property shall not be construed as a grant of any right or license except as set forth in a separate duly executed license agreement.

7.2 For the purposes of this MOU:-

- (i) “Intellectual Property” shall mean all Confidential Information, Know-how, patents, copyright, design rights, rights relating to computer software, and any other industrial or intellectual property rights; and
- (ii) “Know-how” shall mean any experience, methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.

Save as aforesaid, all rights in any Intellectual Property and/or Know-how created in the course of or resulting from this MOU solely by any party, their employees, staff, servants or agents, without any input or contribution from the other party or without use of such Intellectual Property or Know-how disclosed or introduced to this MOU, shall be the sole and exclusive property of that party and its disposition shall be at that party’s sole discretion.

7.3 Both parties agree not to use any name of description in connection with its activities or make any public statements or disclosures in respect of this MOU or the areas of cooperation contemplated herein without the express written consent of the other party, which consent shall not be unreasonably withheld. Both parties shall submit such educational



material, pamphlets, advertisement or other promotional material to the other party for approval prior to such pamphlets, advertisement or other promotional material being published in the various media.

7.4 Clause 7.3 does not give either party any editorial rights over the contents of the pamphlets, advertisement or other promotional material, other than to ensure that its goodwill or reputation is not being jeopardized by such pamphlets, advertisement or other promotional material and/or that the public is not being confused, misled or deceived by such pamphlets, advertisement or other promotional material.

7.5 Both parties also undertake that it shall not use in any way commercial information derived from the other party arising out of this cooperation work without prior written permission from that party.

7.6 Notwithstanding the generality of the above, the parties may notify third (3rd) parties of the fact that this MOU is in effect.

Article 8: Notice

8.1 Except as otherwise provided in this MOU, notices which are required to be given under or permitted by this MOU shall be made in writing (unless expressly stated otherwise) and sent to the email, fax number or address of the recipient set out in this MOU. All notices may be sent by facsimile to the number as specified in this MOU or such other number as the party may later specify, or by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the parties as specified in this MOU or to such other address as the party may later specify.

8.2 Except as otherwise provided in this MOU, notices which are required to be given under or permitted by this MOU shall be made in writing (unless expressly stated otherwise). All notices may be sent by email or by hand or by AR Registered post or certified mail, return



receipt requested, postage prepaid and properly addressed to the offices of the parties as specified in this MOU or to such other address or email address as the party may later specify. However, if the notice involves an alleged breach or termination of this MOU, the notice shall be sent by AR Registered post or certified mail, and also communicated by telephone as promptly as possible.

8.3 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address or if sent by AR Registered post two (2) days after posting if posted to an address within Thailand and eight (8) days after posting, if posted to an address outside Thailand, notwithstanding the fact that the letter may be returned by the Post Office undelivered. Notice given by email shall be deemed delivered when transmitted electronically to the intended recipient's email address, provided no transmission error message is generated by the transmitting device.

Article 9: Term and Termination

9.1 This MOU shall commence on the Effective Date as described above and, unless sooner terminated as provided hereunder, shall continue in full force for a period of three (3) years with the option to renew for another two (2) years unless terminated earlier.

9.2 This MOU may be terminated: -

- (a) by either party forthwith on giving notice in writing to the other party if the other party commits a material breach of any provision of this MOU and shall have failed to remedy the breach within thirty (30) days after receipt of a request in writing to do so;
- (b) without any liabilities at any time for convenience by any of the parties herein by providing to the other party one hundred and twenty (120) days' advance written notice of termination.



- (c) in the event of a non-compliance by the other Party with any license, regulatory or legal requirement(s) applicable to that Party's performance of its obligations under the MOU;
- (d) if either party, being a company or limited liability partnership, shall pass a resolution to go into liquidation, or the courts shall make an order that the company be compulsorily wound up (otherwise than for the purpose of reconstruction or amalgamation) or the company is subject to the supervision of the court, either involuntarily or otherwise, or the company enters into an arrangement with or compounds or convenes a meeting of its creditors or has a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of its properties or assets or ceases for any reason whatsoever to carry on its business or is deemed unable to pay its debts within the meaning of Section 254(2) of the Companies Act (Cap. 50) or takes or suffers any similar action as a consequence of debt;
- (e) if any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 10.1(c) above; or
- (f) if there is a change of control of the other Party. For the purposes of this clause, "control" means the power of a person to secure, directly or indirectly (whether by holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person or otherwise) that the affairs of such other person are conducted in accordance with his or its wishes.

9.3 Any termination of this MOU by either party howsoever caused shall not affect:

- (i) any rights or remedies of either party which have accrued prior to the date of termination; or



(ii) either Party's past and future obligations and liabilities arising under the surviving provisions of the MOU as set out in Clause 9.5.

9.4 THE ASSOCIATION and J&J may terminate this MOU without cause upon giving thirty (30) days' prior written notice to each other.

9.5 Any provision of this MOU which expressly or by implication is intended to come into or continue in force on or after termination of this MOU shall remain in full force and effect.

9.6 If any Party commits a breach of the terms and conditions of this MOU save and except for provisions in Articles 4.5, 5.2, and 5.5 (collectively, the "Mandatory Clauses"), then the non-defaulting party shall issue a notice to the defaulting party to remedy the breach within fifteen (15) days. If the defaulting party fails to remedy the breach then the non-defaulting party shall be entitled to terminate this MOU by issuing a termination letter; provided, however, in the event that any Party breaches any of the obligations set out in the Mandatory Clauses, then this MOU shall be terminated with immediate effect upon written notice by the non-defaulting party to the defaulting party without the non-defaulting party having any financial liability or other liability of any nature whatsoever resulting from any such termination.

Article 10: No Partnership

10.1 Nothing contained in or relating to this MOU shall be deemed to constitute a partnership or agency relationship between the parties and no parties shall have any authority to act for or assume any obligation or responsibility of any kind, express, or implied on behalf of the other party or bind or commit the other party for any purpose in any way whatsoever.



Article 11: Variation

11. No amendment, moderation of or addition to any provisions of this MOU shall be effective unless made in writing and signed by the duly authorized representative of both parties

Article 12: General Provisions

12.1 The relationship of J&J, THE ASSOCIATION and/or the members/Faculty under this MOU shall be that of independent contractors. Neither this MOU nor the services performed hereunder shall be construed to create the relationship of a principal and agent or joint venture between J&J, THE ASSOCIATION and/or the Faculty and J&J, THE ASSOCIATION and/or the Faculty shall have the right to make any commitment for, or create any obligation on behalf of the other party/ies.

12.2 This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any promise, agreement or consent on the subject matter hereof made between the Parties hereto by officers or employees of the Parties before the execution of this MOU. No modification of this MOU shall be binding upon either Party, unless approved in writing by authorized representatives of each of the Parties.

12.3 THE ASSOCIATION and/or Faculty agree to maintain records of the COE conducted under this MOU and payments connected thereto and that J&J and its designated representatives shall have the right, upon reasonable notice, to examine and audit all such applicable records of THE ASSOCIATION, its members and/or Faculty for the purpose of determining compliance of the terms of this MOU. This right to audit shall extend throughout the term of this MOU and for a period no later than six (6) months after expiration or termination of the MOU or resolution of any disputes between J&J, THE ASSOCIATION and/or the Faculty.



12.4 This MOU shall be deemed to be made in Thailand, subject to, governed by and construed in all respects in accordance with the laws of the Republic of Thailand for every intent and purpose.

12.5 Parties shall comply with all applicable laws and regulations in carrying out its respective obligations under this MOU. Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (collectively “Anti-Corruption Laws”) that may be applicable to one or both parties to the MOU. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws. Should J&J receive evidence that there may have been an offer, promise or payment in violation of the Anti-Corruption Laws (irrespective of the size, nature or materiality of such violation), J&J has the right to terminate this MOU with immediate effect by written notice.

Article 13: Dispute Resolution

13.1 In the event of any dispute or difference arising out of or in connection with or in relation to this MOU, including any question regarding the existence, validity, termination, application or interpretation of this MOU or any of its provisions, or any claim, disagreement or dispute arising out of or relating to this MOU or the breach thereof of any of its provisions, both parties shall use their best endeavours to settle the dispute informally by agreement between the parties. Both parties shall always act in good faith and co-operate with each other to resolve any disputes.

13.2 Notwithstanding anything in this MOU, if the dispute is not settled informally in accordance with Clause 13.1, no party shall proceed to litigation or any other form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation, in accordance with the mediation rules of the Thailand Mediation Centre. A party who receives a notice for mediation from the other party shall consent and participate in the



mediation process in good faith in accordance with this clause. The parties undertake to abide by the terms of any settlement reached. Failure to comply with this clause shall be deemed to be a breach of this MOU.

13.3 In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration or by court proceedings as elected by either party, by way of a written notice to the other party, which shall state the specific dispute to be resolved and the nature of such dispute. Should the Parties fail to agree to refer the dispute to arbitration, either party may institute an action in court; the Parties agree, in such event, to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Thailand to settle any and all disputes in connection with this MOU.

13.4 Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Thailand in accordance with the Arbitration Rules of the Thailand International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration shall consist of one (1) arbitrator to be appointed by mutual agreement between the parties. The language of the arbitration shall be English. Either party may propose to the other the name or names of one (1) or more persons, one (1) of whom would serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority.

13.5 The Appointing Authority shall be the Chairman of SIAC.

13.6 The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either party or any related corporation [as defined in Section 6 of the Companies Act (Cap 50)] of either party.



13.7 Any decision or award of an arbitral tribunal appointed pursuant to this clause will be final and binding on the parties and the execution thereof may be entered into any court having jurisdiction.

13.8 Interest at the annual rate of six per cent (6%) per annum will be due and payable to the party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such party.

13.9 The parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

13.10 The application of Part II of the International Arbitration Act (Cap. 143A) and the Model Law referred to therein, to this MOU is hereby excluded.

13.11 For the avoidance of doubt, it is agreed that nothing in this clause shall prevent a party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the parties' obligations under this MOU.

Article 14: Severability

14.1 In the event that any term, condition or provision contained in this MOU or the application of any such term, condition or provision shall be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this MOU and shall be of no force and effect; whereas the remaining terms, conditions or provisions of this MOU shall remain in full force and effect as if such term, condition and provision had not originally been contained in this MOU, unless the severed provisions render the continuing performance of this MOU impossible, or materially change either party's rights



or obligations under this MOU; in which event such party may give written notice of its intent to terminate this MOU to the other party.

14.2 Notwithstanding the aforesaid, in the event of such deletion, the parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provisions in place of the provision(s) so deleted.

14.3 Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Signatures may be exchanged by facsimiles or electronically, with original signatures to follow. Each Party agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of the other Party.



สมาคมทัศนมาตรแห่งประเทศไทย OPTOMETRY ASSOCIATION OF THAILAND

2678 ถนนสุขุมวิท แขวงบางนาเหนือ เขตบางนา กรุงเทพฯ 10260 โทร 063-979-5268

IN WITNESS WHEREOF the parties hereto have caused this MOU to be executed by their duly authorised representatives as at the date first set forth above.

Eugene Yoo

General Manager, Southeast Asia &

APAC Commercial Excellence Lead, Vision Care

Director Johnson & Johnson Pte Ltd
Association

President

Thailand

Optometric

for and on behalf of

Johnson & Johnson Pte Ltd
Association

for and on behalf of

Thailand

Optometric

Witnessed by

Shirley Loh

Assoc. Professional Education Director

Johnson & Johnson Vision SEA

Witnessed by



Exhibit A: Initiatives under the CoE Program

Description of Initiative	Target Audience	Supported by J&J	Supported by THE ASSOCIATION
a. Content and Material development for educational purposes	Students, beginner, intermediate and advanced Eye Care Professionals	Yes	Yes
b. Co-develop framework & training curriculum to for ECPS regarding general contact lens related and product knowledge. Only Optometrists will be trained in advanced contact lens fitting modules.		Yes	Yes
c. Participation of Thailand Eye Care Experts as speakers for the Program		Yes	Yes
d. Best Practices Sharing by Faculty		Yes	Yes
e. Presentation of local data initiatives on educational boards/posters		Yes	Yes
f. Development of educational assets for the purpose of public awareness		Yes	Yes
g. Advisory Board Support & Time			Yes
h. Regional Faculty KOL Meeting at AOC		Yes	
i. Annual budget commitment by J&J		Yes	



j. Signing ceremony and announcement at AOC	AOC Attendees	Yes	Yes
k. Seek support &/or endorsement of international Optometric Associations, Professional Bodies, Academic Groups		Yes	Yes

มติที่ประชุมคณะกรรมการทุกท่านรับทราบและร่วมกันพิจารณาว่า ขอให้ทางบริษัทจอห์นสัน แอนด์ จอห์นสัน (ประเทศไทย) จำกัด ส่งสัญญาที่เป็นฉบับ ภาษาไทยเข้ามายังสมาคมอีกครั้ง เพื่อให้คณะกรรมการร่วมกันพิจารณา จึงจะตกลงในการทำสัญญาร่วม

2.วาระ รูปแบบใบสมัครเลือกตั้งกรรมการ

สรุปสาระนายอรรถกร พ่วงเปีย (ที่ปรึกษาฝ่ายกฎหมาย) ได้ทำการแจ้งต่อคณะกรรมการในที่ประชุม เรื่องการจัดการเลือกตั้ง คณะกรรมการมาบริหารสมาคม โดยขอให้คณะกรรมการทุกท่าน ช่วยพิจารณารูปแบบในการเลือกตั้งและคัดเลือกคุณสมบัติผู้ที่จะมา บริหารงานในสมาคม โดยเบื้องต้น นายอรรถกร และอาจารย์दनัย ต้นเกิดมงคล ช่วยในการดำเนินงานในเรื่องใบสมัคร โดยอ้างอิงจาก ใบสมัครจากทางแพทยสภาเป็นหลัก

มติที่ประชุมคณะกรรมการทุกท่านรับทราบ และขอให้มีการจัดรูปแบบใบสมัครและคัดเลือกคุณสมบัติของบุคคลที่จะมาบริหารงานสมาคมชุดต่อไป

3.การลงรายงานประชุมในเว็บไซต์

สรุปสาระคุณฐิติพรรณ แยมส์สันต์ (เลขานุการ) ได้แจ้งต่อคณะกรรมการที่ประชุมในการลงรายงานการประชุม ของปี2564 ในเว็บไซต์ ของสมาคมเพื่อให้สมาชิก ได้เข้าไปตรวจสอบรายงานการประชุม จึงแจ้งต่อคณะกรรมการช่วยพิจารณา ในการลงรายละเอียดของรายงานการประชุม ทั้งหมดของปี 2564



มติที่ประชุม คณะกรรมการที่ประชุมรับทราบ และรับรองให้มีการลงรายงานการประชุมในเว็บไซต์สมาคมเพื่อให้สมาชิกสามารถเข้าไปตรวจสอบรายงานได้

4.การลงประกาศสัมมนาและประชุมใหญ่ ทศ.01

สรุปสาระนางสาวสุนิสา แซ่โค้ว (ผู้ช่วยเลขานุการ) ได้แจ้งแทน คุณฉัตรพรณ แยม สันต์ (เลขานุการ) ก่อนการประชุมใหญ่สามัญ ประจำปี 2565 นี้ ทางสมาคมต้องมีการแจ้งให้สมาชิกทราบ ถึงการจัดการประชุม โดยจะทำการแจ้งให้สมาชิกทราบผ่านทาง เว็บไซต์ของทางสมาคม โดยรายละเอียดการแจ้ง จะมีวันที่เวลา และหัวข้อในการจัดการประชุม ให้สมาชิกทราบ จึงมาเรียนต่อคณะกรรมการทุกท่านช่วยกันพิจารณา ในรายละเอียดที่ลงเพิ่มเติม

มติที่ประชุมคณะกรรมการทุกท่านรับทราบ และมีมติให้ทำการลง เอกสาร ทศ.01 ลงในเว็บไซต์ สมาคมให้สมาชิกทราบ ในการจัดงานประชุมใหญ่สามัญ

5.การสอบถาม จาก บ.มาร์เวล เรื่องขอให้ พนักงานที่เป็น OD เข้าสัมมนา

สรุปสาระนางสาวสุนิสา แซ่โค้ว (ผู้ช่วยเลขานุการ) ได้แจ้งแทน คุณฉัตรพรณ แยม สันต์ (เลขานุการ) ได้มีการแจ้งต่อคณะกรรมการในที่ประชุมให้ร่วมพิจารณา การสอบถาม จาก บริษัท มาร์เวล ในเรื่องของการขอความสนับสนุนให้ บุคลากรของบริษัท เข้าสัมมนา คณะกรรมการช่วยกันพิจารณา แล้วว่าการเข้าอบรมสัมมนา ของสมาชิกรุ่น ซึ่ง เป็นหน้าที่ ของแต่ละบุคคล จึงไม่สามารถทำการสนับสนุน ให้ได้ คณะกรรมการทุกท่านมีมติตรงกัน

มติที่ประชุม คณะกรรมการทุกท่านลงมติตรงกันว่า ไม่สามารถสนับสนุนให้บุคลากร ของบริษัทใด บริษัทหนึ่ง เข้าอบรมสัมมนา โดยไม่ผ่านการลงทะเบียนตามขั้นตอน ที่สมาคม ได้ทำการแจ้งไว้ แล้วได้



สมาคมทัศนมาตรแห่งประเทศไทย OPTOMETRY ASSOCIATION OF THAILAND

2678 ถนนสุขุมวิท แขวงบางนาเหนือ เขตบางนา กรุงเทพฯ 10260 โทร 063-979-5268

(หน้าสุดท้าย)

รายงานการประชุมครั้งที่ 10/2565

วันที่ 1 กันยายน 2565 เวลา 20.00 น.

ประชุม ณ ที่ทำการสมาคม และทางออนไลน์ ทางโปรแกรม Zoom



สมาคมทัศนมาตรแห่งประเทศไทย
Optometry Association of Thailand

นายณรงค์ ลีดาสวัสดิ์

(นายกสมาคมฯ)

นางจิตติพรรณ แยมสันต์

(เลขานุการสมาคมฯ/นำเรียนเสนอ)

นางสาวสุนิสา แซ่ไคว่

..... 8 / 9 / 2565

(ผู้บันทึกรายงานการประชุม)

นายอรรถกร พรนพมงคล

.....8 / 9 / 2565

(ผู้ตรวจลำดับบันทึกการประชุม)