

**INTERNATIONAL CLINICAL AFFILIATION EXCHANGE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
ON BEHALF OF ITS MEDICAL SCHOOL
AND
[NAME OF FOREIGN INSTITUTION]**

This International Clinical Affiliation Exchange Agreement (“Agreement”) is made and entered between the Regents of the University of Michigan, a Michigan constitutional corporation, on behalf of its Medical School (“UMMS”), located in Ann Arbor, Michigan, The United States of America (“U.S.A.”, and [Name of Foreign Institution] (“[Name]”), located at [Address, including Country]. For the purposes of this Agreement, “Home Institution” refers to the institution where a participant is registered full-time as a student in a degree program and from where they are expected to graduate; “Host Institution” refers to the institution that receives an exchange participant for a limited period of time to participate in a clinical educational experience.

In order to fulfill the objectives of their respective academic programs, the parties desire to obtain for their enrolled students on-site supervised clinical educational experiences. This Agreement is designed to provide exchange participants with on-site supervised clinical educational experiences and/or research activities through the Host Institution for academic credit at the Home Institution. If the Host Institution has more than one (1) location, this Agreement shall encompass on-site supervised clinical educational experiences for exchange participants conducted at all Host Institution locations, facilities, subsidiaries, and affiliates. Additionally, this Agreement shall cover on-site supervised clinical educational experiences for exchange participants arranged by Host Institution at third party sites (each a “Clinical Site”); provided, however, the Host Institution shall have an agreement in place with, or shall have obtained approval/consent of, the Host Institution for Host Institution’s placement of exchange participants for clinical education experiences at the Host Institution.

I. EXCHANGE PROGRAM

- A. Exchange Participants: All exchange participants shall be bona fide students of the Home Institution and be engaged in a full-time degree-oriented course of study. Exchange participants shall not apply to, enroll in, or take classes at the Host Institution in order to participate in a clinical education experience with the Host Institution under this Agreement; no degree will be conferred on the exchange participants by the Host Institution. Each exchange participant will pay any tuition or other fees at their Home Institution and shall not be assessed additional tuition or fees by the Host Institution.
- B. Exchange Officers; Review. All matters pertaining to the exchange program created by this Agreement shall be administered by [Name] as the Exchange Officer for UMMS, and by [Name] as Exchange Officer for [Name]. Each Exchange Officer is responsible for regularly reviewing the exchange program created under this Agreement to assess the desirability and feasibility of continuing the relationship between the parties under the present terms.
- C. Quotas. For each year this Agreement is in effect, each Home Institution may send to the Host Institution the equivalent of full-time exchange participants up to a total of two (2). It is understood that normally each exchange participant will spend up to four (4) weeks at the Host Institution. A Host Institution may limit the number of exchange participants it accepts for clinical education experiences for any reason including, but not limited to, availability of resources; nothing herein shall require a Host Institution to accept any

exchange participants unless it is willing and able to do so for the requested time period. The Home Institution shall contact the Host Institution before sending any exchange participant(s) to determine if the Host Institution is able to accept such exchange participant(s).

- D. Language Ability. Exchange participants must possess language ability to effectively participate in the clinical educational experience with the Host Institution. [redacted] exchange participants hosted by UMMS must take and perform satisfactorily on the TOEFL (Test of English as a Foreign Language) and present a minimum score of [required minimum score] to qualify for participation in the exchange program under this Agreement.
- E. Visa/Immigration Requirements. Exchange participants are responsible for complying with all visa/immigration requirements, laws, and regulations of the host country, including obtaining and maintaining the appropriate visa and/or permits needed for participation in the exchange program during the entire term of the exchange program. [redacted] exchange participants hosted by UMMS will be issued the necessary immigration documents by UMMS to obtain the appropriate visa. The Host Institution shall bear no responsibility for those exchange participants who fail to obtain and maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the host country for any reason whatsoever. Each exchange participant must keep the Host Institution informed of any changes in his/her immigration status. Exchange participants are responsible to pay any fees or amounts required to maintain valid legal status in the U.S.A., including, but not limited to, required visa application, permit, and/or associated immigration fees.
- F. Medical Costs. The Host Institution will assume no obligations for payment of medical insurance and medical or dental treatment costs of exchange participants. Exchange participants will be required to carry adequate international health insurance and provide proof to the Host Institution that their insurance will cover the costs of health care during the period of exchange. If necessary, the Host Institution will assist in obtaining appropriate insurance, but such assistance does not include financial assistance. [redacted] exchange participants who enter the U.S.A. on immigration documents issued by UMMS will be required to have insurance that meets the specific standards described at <https://internationalcenter.umich.edu/resources/healthins/waiver#standards> or to purchase UMMS's health insurance plan for international students and scholars.
- G. Travel and Transportation. Travel and transportation (domestic and international) costs are not included as part of the exchange program and are to be borne by the individual exchange participants. Neither party shall be responsible for such costs.
- H. Local Costs/Expenses; Accommodations. Local costs, such as accommodations, meals, and other personal expenses in connection with their exchange program shall be the responsibility of each individual exchange participant. Neither party shall be responsible for such costs/expenses. The Host Institution will assist exchange participants in obtaining accommodations to the extent feasible.

II. CLINICAL EDUCATIONAL EXPERIENCES

- A. Each Host Institution:

1. Shall plan, administer, and have final responsibility, authority, and supervision over all aspects of its operations, client/patient care, and clinical services at its facilities. Host Institution shall have full supervisory authority and responsibility over the exchange participants while they are participating in a clinical educational experience with Host Institution pursuant to this Agreement.
2. Will participate with the Home Institution and the exchange participants, where applicable, in the selection of learning opportunities in keeping with the objectives and/or guidelines developed by the Home Institution for the clinical educational experience. Nothing in this Agreement will prevent any Host Institution client/patient from requesting not to be a “teaching” client/patient or prevent Host Institution from designating a client/patient as a nonteaching client/patient.
3. Will be guided by objectives of the exchange participants’ learning in the provision of clinical educational experiences and/or research activities while the exchange participants are with the Host Institution.
4. Will orient the exchange participants to the rules, policies, regulations, and procedures of the Home Institution.
5. Will provide exchange participants with assigned space and essential office equipment and supplies, as well as access to Host Institution’s library and other printed materials, necessary for the clinical educational experience at the Home Institution.
6. Will participate in post-program evaluation data-collection, where applicable.

B. Each Home Institution:

1. Acknowledges the Host Institution’s need to maintain its standard of service and its relationship within the community.
2. Will be responsible for curriculum planning, admission, administration, matriculation, faculty appointments, and promotions with respect to the Home Institution’s academic program(s).
3. Will be responsible for the final academic evaluation of its exchange participants’ performance. The Home Institution will provide the Host Institution with exchange participant learning objectives to enable the Host Institution to provide the Home Institution with information useful and/or necessary for such evaluation. The Home Institution, along with Host Institution personnel, will evaluate the clinical educational experiences and/or research activities available within the Host Institution.
4. Will coordinate exchange participant placements with the Host Institution with the designated Exchange Officer of the Host Institution.
5. Will inform its exchange participants that:

- a. Exchange participants will be required to comply with the Host Institution's and (if applicable) Clinical Site's policies, procedures, clinical protocols, rules, and regulations, including, but not limited to, those concerning health/immunization, background check, and/or drug screening requirements.
 - b. Exchange participants will be required to comply with all laws, including licensure requirements (if any) for hands-on patient care, of the country and local jurisdiction(s) in which the Host Institution is located.
- C. It shall be the responsibility of the Host Institution to set its own eligibility standards for exchange participant participation in a clinical educational experience with the Host Institution and to evaluate any participant health/immunization and background check information provided to the Host Institution by an exchange participant pursuant to Section II.B.5.a., above. If the Host Institution determines that an exchange participant does not meet its eligibility standards to participate in a clinical education experience with the Host Institution, the Host Institution shall notify the exchange participant and the Home Institution of such determination in writing, including the basis for the Host Institution's determination. The Home Institution shall ensure that an exchange participant so identified by the Host Institution does not participate in the clinical educational experience with the Host Institution.
- D. The Host Institution may take immediate action, without giving prior notice to the Home Institution, to temporarily remove an exchange participant from clinical educational experience activities with the Host Institution to correct an emergent situation where the Host Institution has deemed the exchange participant to be a risk to the safety and care of the Host Institution's patients/clients, or to the safety of the Host Institution's guests, employees, or the exchange participant himself. The Host Institution will notify the Home Institution in writing as soon as possible of the action taken, including the basis for the Host Institution's determination.
- E. The Host Institution reserves the right to permanently terminate the participation of an exchange participant in a clinical educational experience with the Host Institution for a reasonable cause related to the Host Institution's need for maintaining an acceptable standard of conduct and performance. The Host Institution will submit a written request to the Home Institution for the termination of an exchange participant's participation in a clinical educational experience with the Host Institution, including the basis for the Host Institution's determination, and the Home Institution will immediately comply with such request.
- F. Exchange participants shall not be deemed to be employees of the Home Institution, Host Institution, or (if applicable) Clinical Site for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security or other social program, or any other purpose due to their participation in the clinical educational experience with the Host Institution pursuant to this Agreement. The parties understand and agree that the primary purpose of the exchange participants' placement with the Host Institution is for the exchange participants' learning and each exchange participant is placed with the Host Institution to receive clinical educational experience as a part of their academic curriculum. It is further understood that exchange participants shall not at any time replace or substitute for any Host Institution or (if applicable) Clinical Site employee or contractor, nor shall

exchange participants perform any of the duties normally performed by an employee or contractor of the Host Institution or (if applicable) Clinical Site except such duties as are a part of their training and are performed by the exchange participants under the direct supervision of the Host Institution and/or (if applicable) Clinical Site.

- III. INFORMATION SHARING. To the extent permitted by law, the parties agree to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that either party may have, or of which either party is aware, relating to an exchange participant participating in an exchange pursuant to this Agreement. To the extent permitted by law, each party also agrees to provide timely responses to any reasonable requests for information that the other party may make regarding an exchange participant participating in an exchange pursuant to this Agreement.
- IV. EDUCATION RECORDS. The parties acknowledge and agree that UMMS is subject to—and many student records and other personally identifiable information regarding students (“Education Records”) are protected by—the U.S. Family Educational Rights and Privacy Act (FERPA) and its implementing regulations. The parties further acknowledge and agree that UMMS will comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such Education Records. [REDACTED] agrees it will not release information contained in these Education Records and reports, but shall instead refer all requests for information respecting such Education Records to UMMS.
- V. GENERAL DATA PROTECTION REGULATION. [REDACTED] will comply with the General Data Protection Regulation, including as the same may be implemented or enacted by any European Union member states (the “GDPR”), and will affirmatively defend, indemnify, and hold harmless UMMS for any actual or alleged breaches of obligations of [REDACTED] under the GDPR either as controller or processor, or both.
- VI. NON-DISCRIMINATION. Each party subscribes to a policy of equal opportunity and do not discriminate on the basis of gender, age, race, ethnicity, national origin, or religion. Both parties shall abide by these principles in the administration of this Agreement, and neither party shall accept, assign, supervise, and evaluate qualified participants in a manner that would violate the principles of non-discrimination. In addition, UMMS does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.
- VII. USE OF NAMES, MARKS, LOGOS. Each party agrees it will not use the other party’s name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise without the prior written consent of the other party. Prior written consent will not be required for use of the other party’s name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- VIII. INSURANCE
- A. Commercial General Liability Insurance. Each party shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, occurrence-based commercial general liability insurance covering the party, its employees, and its students-participants, with minimum limits of coverage of not less than One Million Dollars (US\$1,000,000) per occurrence and Two Million Dollars (US\$2,000,000) in the

general aggregate. Each party will provide the other party with current evidence of insurance, upon request.

- B. Professional Liability Insurance. Each party shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, professional liability insurance with minimum limits of coverage of not less than One Million Dollars (US\$1,000,000) per occurrence and Three Million Dollars (US\$3,000,000) in the aggregate. Each party will provide the other party with current evidence of insurance, upon request.
- C. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve either party of its liabilities and obligations under this Agreement.

IX. INDEMNIFICATION. Each party shall defend, indemnify, and hold harmless the other party, its board members, officers, employees, agents, and its students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity. The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim.

X. TERM AND TERMINATION. The term of this Agreement shall be effective upon the date of last signature and shall continue for five (5) years, unless terminated as set forth in this section. This Agreement may be terminated by either of the parties by written notice given to the other party at least six (6) months prior to the proposed date of termination. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable best efforts to permit any exchange participants complete their clinical educational experience already in progress with the Host Institution.

XI. AMENDMENT/MODIFICATION. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

XII. NOTICES. Any and all notices required pursuant to this Agreement shall be directed to:

 : Attn:
 Address:

 Fax:
 Email:

UMMS: Attn:
 Address:

 Fax:
 Email:

- XIII. FORCE MAJEURE. Neither party shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party (“Force Majeure Event”). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for UMMS. In the event that any Force Majeure Event delays a party’s performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.
- XIV. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject matter, and all prior discussions, agreements, and understandings between the parties regarding the subject matter, whether oral or in writing, are hereby superseded by this Agreement.
- XV. SIGNATURE AUTHORITY. Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

This Agreement is completed in English and _____, with both versions being equally authentic; in the case of any discrepancy between the two versions, the English version shall prevail. This Agreement is hereby signed in two (2) copies in each language, with one (1) copy in each language remaining in the possession of each party.

[FOREIGN INSTITUTION NAME]

By: _____

[Printed Name]

[Printed Title]

Date: _____

**THE REGENTS OF
THE UNIVERSITY OF MICHIGAN**

By: _____

Valeria Bertacco

Arthur F. Thurnau Professor

Mary Lou Dorf Professor of Computer Engineering

Vice Provost for Engaged Learning

Date: _____

Acknowledged by:

**THE UNIVERSITY OF MICHIGAN
MEDICAL SCHOOL**

By: _____

Joseph D. Kolars, M.D.

Josiah Macy Jr. Professor of Health Professions
Education

Senior Associate Dean for Education and Global
Initiatives

Dated: _____