*University of Minnesota Agreement No.*



**AFFILIATION AGREEMENT FOR INTERNATIONAL ACADEMIC EXCHANGE**

**between**

# Regents of the University of Minnesota

**by and through its Medical School (“University of Minnesota”)**

**Minneapolis, Minnesota, United States of America**

**and**

**(“****”)**

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 ***WITH THIS AFFILIATION AGREEMENT FOR INTERNATIONAL ACADEMIC EXCHANGE*** (“Agreement”), effective       through       (not to exceed five years), the University of Minnesota and      , sharing common goals of education, agree as set forth below.

**1. Description of Affiliation.**

* 1. With this Agreement, the University of Minnesota and       establish a means for the reciprocal exchange of medical and graduate students, faculty and staff. Under this Agreement, other types of cooperation may include collaborative research projects, exchange of publications, reports or other academic information, collaborative professional development or other activities as mutually agreed.
	2. Contact Information.

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**2. Exchange of Students: Objectives, Conditions and Responsibilities.**

* 1. The major objectives of the medical and graduate student exchanges are to (a) broaden students’ educational backgrounds through study in a foreign university and different culture; (b) provide opportunity to pursue academic work not available at the students’ home university; (c) enhance the learning environments for the domestic students of both universities by increasing the international dimensions of the student body; and (d) build links that can foster future exchange of scholarship and research as students continue on to become teachers and leaders in their home countries.
	2. The University of Minnesota and       each will identify, and notify each other of, a person responsible for serving as its liaison to coordinate the exchange of students. The liaisons jointly will plan for the:
1. selection, assignment and orientation of students;
2. periodic review and preparation of objectives for the instructional program; and
3. evaluation of each student’s performance.
	1. Each university will nominate its own qualified students for participation under this Agreement, but final acceptance of such students is determined by the host university according to its admission policies governing students. Students from the University of Minnesota and       may be medical or graduate students. The exchange period may vary from weeks to months as agreed to by the parties.
	2. All exchange students must register with, and pay tuition and other required fees to, the home university. Each host university will provide tuition fee waivers for the exchange students.
	3. The host university will provide the necessary documents to enable the exchange students to obtain visas.
	4. Room and board costs are the responsibility of the participating student. Participating students are also responsible for the cost of international travel, travel in the host country, books, hospitalization, health insurance and other incidental expenses beyond those provided for under this Agreement.
	5. The host university will provide incoming exchange students with information on arrival dates and arrangements, available academic programs, insurance options, housing and travel options as feasible.
	6. The host university will provide orientation to students.
	7. The host university will describe the content of the program and type of work/achievement each student has completed during their stay. Both universities must agree in advance on accreditation for any examinations to be taken by students during the exchange.
	8. Exchange students are subject to the same rules and regulations that apply to students enrolled at the host university, except for immigration regulations which govern foreign student visitor status.
	9. Each party shall retain overall responsibility for the general educational experience of its students assigned to the other party, including the following:
4. determination of educational goals for each student;
5. establishing prerequisite criteria for placement of students with the other party—both parties will assign to the other party only those students who have satisfactorily completed the prerequisite criteria;
6. determination of completion of the assignment;
7. provision of educational goals and objectives for the students in the program, if required;
8. provision of information regarding dates for instruction and forecasts of the numbers of students to be exchanged under this Agreement;
9. final evaluation of student performance; and
10. if       members who participate in training of University of Minnesota students are to be appointed to the faculty of the University of Minnesota, such       faculty members shall be appointed in accord with the policy of the University of Minnesota in effect at the time of appointment. If University of Minnesota members who participate in training of       students are to be appointed to the faculty of      , such University of Minnesota faculty members shall be appointed in accord with the policy of the       in effect at the time of appointment.
	1. Students who provide direct patient care or interact with staff in patient areas, at the request of either the University of Minnesota or      , as appropriate, will be required to provide proof of immunization for measles (rubeola), mumps and rubella (two doses) or positive titre; tetanus in the last ten (10) years; chicken pox (varicella) series, documented positive history, or positive titre; pertussis since 2005; hepatitis B series or documented immunity; annual influenza; and evidence of annual tuberculosis (TB) test, or in the case of a positive TB test, results of a normal chest x-ray dated after the TB test. Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.
	2. For students who have direct contact with patients, the University of Minnesota and       agree, for the safety of its patients, that they will require their respective students to undergo certain screening processes to ensure that such students do not have mistreatment backgrounds or criminal records. For University of Minnesota students, the screening process shall take place by conducting criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04.
	3. The parties certify that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, as applicable, and have been trained in universal precautions and transmission of bloodborne pathogens when applicable.
	4. The parties shall require that its respective students carry hospitalization and medical insurance. Neither the University of Minnesota nor       is responsible for hospitalization or medical costs incurred by the students during the exchange program.
	5. If applicable, each party shall retain full responsibility for the care and welfare of its patients and/or clients.
	6. The University of Minnesota and       will provide educational experience opportunities for students in patient care areas, service departments and other selected areas, as applicable. In this regard, each party will provide the equipment, facilities, supplies and services for students and faculty assigned to the other party necessary to meet the objectives of the training program.
	7. Each party’s staff members shall be responsible for teaching, supervising and evaluating the performance of the other party’s students and shall provide the other party with written evaluations of such student’s performance.
	8. Each party will provide for the orientation of students as to the respective parties’ rules, regulations, policies and procedures, including its safety policies and procedures. The parties will identify and provide the other party with copies of current policies and procedures that apply to the educational experience of the students.
	9. The University of Minnesota and       each have the authority to withdraw, suspend or terminate its students for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student’s performance or conduct threatens the safety or welfare of patients, visitors or staff at either the University of Minnesota or      , such party may suspend the student’s participation at its site(s), provided, however, that such party’s liaison will consult with the other party’s liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.
	10. Students are participants in an educational program and, for purposes of this Agreement, shall not be considered employees of either the University of Minnesota or      .
	11. Both parties agree to comply with the Title 45, Sections 160-164 of the Code of Federal Regulations (“HIPAA”), if applicable. Both parties agree that when protected health information (“PHI”), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties acknowledge that students assigned to the other party are not employees of the other party, but for purposes of this Agreement only, are members of the other party’s “workforce” (as that term is defined by HIPAA) and may use and disclose PHI as permitted by HIPAA, including for purposes of treatment, payment and healthcare operations, to the extent such use and disclosure is appropriate for the training and education of the students. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.
	12. The University of Minnesota and       are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.
	13. Each party will render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at its site during the course of students’ experience under this Agreement. As set forth in Section 2.15, neither the University of Minnesota nor       is responsible for hospitalization or medical costs incurred by the student during the exchange program.
	14. Each party agrees to inform the other of any crisis or emergency related to the students including, but not limited to, the need to evacuate students.
	15. The parties shall review this Agreement periodically to ensure it meets with curriculum requirements of the universities, as well as the standards of its accrediting agency(ies). Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to Section 12.5 of this Agreement.
	16. acknowledges that the University of Minnesota is subject to the Family Educational Rights and Privacy Act (“FERPA”). To the extent       generates, maintains or receives University of Minnesota educational records related to its students participating under this Agreement,       will maintain the privacy of those records and limit access only to those employees or agents with a need to know. For purposes of this Agreement, pursuant to FERPA, the University of Minnesota hereby designates       as a school official with a legitimate educational interest in the educational records of the participating University of Minnesota students to the extent the University of Minnesota determines that such access is necessary for       to perform its responsibilities under this Agreement.
	17. **Exchange of Faculty: Description, Salaries, Benefits and Costs.**
	18. The period of time for each faculty exchange will vary depending upon the goals of the specific exchange program and shall be mutually agreed upon.
	19. Host medical faculty shall provide office space, access to laboratories, clinical programs and research-related facilities as appropriate, as well as computing and normal administrative assistance for faculty exchanges. Regular office supplies and mailing, e-mail and fax privileges available to the host medical university faculty shall be extended to visiting faculty.
	20. The home medical university is responsible for providing salary and benefits, including insurance, to its own faculty participants throughout their stays at the host university.
	21. The University of Minnesota and       will welcome each other’s visiting medical school faculty who wish to spend sabbatical leaves and/or pursue their own research without incurring teaching responsibilities. The host university will assume no financial obligation for the visiting medical university faculty, but will assist where possible, by providing office space, library privileges, use of its facilities and information regarding insurance options, housing and travel.
	22. **Liability Insurance and Indemnity.**
	23. University of Minnesota shall maintain professional and general liability insurance in minimum amounts of US$1,000,000 for each claim/US$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University of Minnesota students for activities performed within the course and scope of their duties under this Agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University of Minnesota will provide       with a certificate of insurance evidencing such coverage.
	24. University of Minnesota agrees to defend, hold harmless, and indemnify      , its officers, agents, employees and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University of Minnesota, its employees, agents, or representatives (including students) during the performance of its obligation under this Agreement. University of Minnesota’s liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. §3.736.
	25. shall maintain professional and general liability insurance in minimum amounts of US$1,000,000 for each claim/US$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all       students for activities performed within the course and scope of their duties under this Agreement. Upon request,       will provide the University of Minnesota with a certificate of insurance evidencing such coverage.
	26. agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of      , its employees, agents, or representatives (including students), during the performance of its obligations under this Agreement.
	27. **Termination.** This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.
	28. **Notices.** All notices, requests and other communications that a party is required or elects to deliver under this Agreement shall be in writing and shall be delivered personally, or by electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

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| If to      , to:                                         E-mail:                     with a copy to:                                       E-mail:       | If to University of Minnesota, to: Shannon BensonCoordinator, Global Medical Education and Research ProgramUniversity of Minnesota Medical SchoolMayo Mail Code #329 420 Delaware Street SEMinneapolis, MN 55455USAE-mail: benson@umn.edu                with a copy to:Jakub Tolar, MD, PhDDean, Medical SchoolVice President for Clinical AffairsUniversity of Minnesota Academic Health Center420 Delaware Street SE, MMC 501Minneapolis, MN 55455USAE-mail: tolar003@umn.edu  |

* 1. **Costs.** It is specifically agreed that neither party shall be responsible for costs and expenditures incurred by the other in the conduct of this exchange program except as expressly provided in this Agreement.
	2. **Subsequent Agreements Required.** The parties agree that any joint research and/or other projects proposed to be developed or implemented under this Agreement which impose a financial obligation on either party, shall require a separate, individual written agreement. Such subsequent agreements shall set out the details of the conditions and understandings of the parties for each such proposed collaboration and shall be developed in collaboration with appropriate University of Minnesota and       authorities.
	3. **Exchange of Publications.** The parties agree to the exchange of publications such as books, academic journals and other official publications and research information generated by either party in connection with this Agreement.
	4. **Intellectual Property.** Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties. Intellectual property matters shall be governed by the applicable laws of each party’s country.
	5. **Use of Names, Logos and Marks.** The University of Minnesota and       agree not to use the name, logo or any other marks (including, but not limited to, colors and music) owned by, or associated with, the other party or the name of any representative of the other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the other party in each instance.
	6. **Other Terms.**
	7. Neither the University of Minnesota nor       shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.
	8. Neither party shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party including, but not limited to, health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, the parties agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.
	9. This Agreement supersedes all other affiliation agreements that are the subject of this Agreement, existing between the University of Minnesota and      , whether executed at the institutional or college program level.
	10. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party.
	11. Subject to the written authorization by appropriate representatives of the University of Minnesota and      , amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

**IN WITNESS WHEREOF**, each individual signing below hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the respective party.

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Regents of the University of Minnesota**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:       Title: Director, Global Medical Education and Research ProgramDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Jakub Tolar, MD, PhDTitle: Dean, Medical School Vice President for Clinical AffairsDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

***NOTE: University of Minnesota requests that this Agreement be executed by the foreign entity before University of Minnesota begins its execution process.***