

**INTERNATIONAL LETTER OF AGREEMENT FOR MEDICAL EDUCATION AND TRAINING**

**Between**

**UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL**

**And**

**Name of Collaborating Institution**

This agreement is made by and between The University of Massachusetts Medical School, Worcester, MA, USA (UMMS), and Name of Collaborating Institution, City, Country (<collaborator acronym>), both of which may also be referred to herein as “Party”, “Parties”, and/or “Institution(s)”.

**TERMS**

1. **Purpose and Definitions**
   1. The primary purpose of this Agreement is to further academic cooperation between UMMS and Acronym and to facilitate the exchange of students for **educational and clinical training** while promoting relations between the two Institutions. Any further collaboration outside of this purpose and Agreement shall be mutually agreed upon and governed by a separate written agreement signed by both Parties.
   2. “Home Institution” refers to the Institution where the medical students are based (matriculating) and where they pay tuition fees.
   3. “Host Institution” refers to the Institution where the medical students are accepted for placement in the Elective Exchange Program.
   4. “Elective Exchange Program” refers to the program that involves an exchange of medical student(s) between the two Institutions, as governed under this Agreement.
   5. “Student(s)” refers to Medical School students.
2. **Term**

This agreement shall remain in place and in effect until:

* 1. Superseded by some other formal written agreement(s) signed by both Parties; or
  2. Terminated by either Party upon written notice of no less than six months (6) in advance; or
  3. One (1) year from the date of execution, but which Agreement may be extended under the same or new terms by the Parties signing a separate written document.

Any student, who at the time a notice of termination is delivered, is then enrolled in an Elective Exchange Program and who will still be enrolled following the date of termination, will be allowed to complete their rotation at the Host Institution.

1. **Coordinating Liaisons**

To facilitate this letter of agreement, an individual from each institution has been identified as representatives to serve as a liaison with a primary responsibility of advancing the activities covered herein and resolving any disputes or issues between the Institutions and/or concerning the participating students. The liaisons will report to the Deans of their respective Institutions.

UMMS: Student Name

Student Class (eg. 2014), Year (eg. 2nd year)

Student Email

Student Phone

UMMS Elective Advisor, Degree (eg. MD)

UMMS Elective Advisor Title and Department

UMass Medical School

55 Lake Avenue North, Worcester, MA 01655

UMMS Elective Advisor Email

UMMS Elective Advisor Phone

Collaborator Acronym: Host Institution Supervisor Name, Degree (eg. MD)

Host Institution Supervisor Title and Department

Host Institution Full Name

Host Institution Full Address

Host Institution Supervisor Email

Host Institution Supervisor Phone

1. **Program Mechanics**
   1. Eligibility and Selection Process: UMMS and <collaborator acronym> will be responsible for selecting their respective candidates, who will meet the Host Institutions standards of health, ability and professionalism. Students must be in excellent academic standing and have completed the minimum curriculum agreed upon by both Parties.
   2. Application Requirements:

UMMS students who have completed most or all of their required clerkships in medical school may apply for an elective (research or clinical) in <collaborator acronym> any month of the year except August. The duration of the rotation or elective must be at least one month and no longer than two months. All applications must be submitted to the UMMS Office of Student Affairs (OSA) at least four (4) months before the requested start of rotation or elective. If approved by the OSA, the student’s application and any accompanying documents from UMMS shall then be delivered to <collaborator acronym> no later than three (3) months before the requested start date of rotation or elective. <collaborator acronym> must confirm in writing their acceptance and approval of the rotation or elective no later than two (2) months before the requested start of rotation or elective.

<collaborator acronym> students may apply for an elective (research or clinical) at UMMS during the months of October through April. The duration of the rotation or elective must be at least one month and no longer than two months. All applications must be sent to UMMS at least four (4) months before requested start of the rotation or elective. UMMS must confirm in writing their acceptance and approval of the rotation or elective no later than three (3) months before the requested start of rotation or elective.

* 1. Language Proficiency: Visiting students shall have a working knowledge of the Host Institution’s primary language. If in the judgment of the Host Institution, the student does not have a reasonably acceptable working knowledge of that language; it may be considered grounds for termination of the student exchange. Before such termination, the two Institutions will confer with each other.
  2. Reciprocity and Number of Students:

The exchange of students will be reciprocal and the number of exchange students will be determined each year by mutual agreement. If one Institution sends a certain number of students to the other Institution, the Host Institution shall have the right to send the same number of students to participate in an exchange program.

* 1. Responsibility of the Students:
     1. Students will comply with the rules and regulations of the Host Institution, which rules and regulations will be provided to the student prior to departure from the Home Institution.
     2. Students will act prudently and reasonably within the limits of their knowledge, experience and training, under the supervision of Host Institution and its staff. While participating in the exchange program at the Host Institution, students will remain as matriculating students of their Home Institution. However, the ultimate responsibility for patient care resides with the Host Institution and its staff.
     3. Students shall respect the confidential nature of all information related to the Host Institution’s patients, including all information in the medical records and all personally identifiable health information, and accordingly students shall abide by and follow all “patient confidentiality and privacy” laws and regulations in force in the Host country, including for the Commonwealth of Massachusetts and United States of America, the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).
  2. Student Termination: If a student refuses or is unable to comply with the rules, regulations or professionalism required by the Host Institution or Elective Exchange Program, the Host Institution shall contact the Home Institution for discussion, guidance and resolution. If in the reasoned view of the Host Institution, a student exhibits detrimental or harmful behavior before contact can be made with the Home Institution, the student may be suspended immediately with a final decision being made when both Institutions’ Coordinating Liaisons are able to communicate.
  3. Supervision and Evaluation:
     1. The Home Institution will provide the Host Institution with specific tasks or goals, which the student is expected to complete during the Elective Exchange Program. The manner in which grades will be collected and recorded will be pre-determined by the Home Institution and followed by the Host Institution.
     2. The Host Institution will be responsible for supervising, monitoring and evaluating the Elective Exchange Program student according to guidelines of the Home Institution and identifying a primary preceptor for the Exchange Program student.
     3. Any concerns regarding student mentorship, evaluation and assessment will be directed to the Coordination Liaisons.

1. **Program Objectives**
   1. The objectives of the brief description of the elective (eg. Clinical internal medicine rotation) at <collaborator acronym> for UMMS student(s) shall be:
      1. List of learning objectives and goals as defined in the Global Health Elective Request Form signed by the Student and the UMMS Elective Advisor
2. **Program Logistics**
   1. Tuition and Fees: The parties will only waive tuition on a reciprocal basis (eg. Between 2 Medical schools). Students will pay tuition to their Home Institutions and will be exempted from such costs as Exchange students at the Host Institution. All other expenses and student program fees are the personal responsibility and liability of the student.
   2. Housing: Both Institutions will assist exchange students in finding housing. However, obtaining such housing and paying for all housing costs, living expenses and any other associated costs related to the student’s attendance at the Host Institution is the sole responsibility and liability of the student.
   3. Health Insurance and Immunization: Students from both Institutions must obtain comprehensive health insurance coverage and must comply with the Host Institution’s established policies for immunizations, blood-borne pathogens and communicable diseases. A record of health insurance coverage and immunization must be provided to the Host Institution during the application process along with all other application documents.
   4. Malpractice and Civil Liability Insurance:
      1. Each Host Institution will be responsible only for the actions, conduct and omissions of the students enrolled under the Elective Exchange Program that occur as a part of the student’s activities at the Host Institution under this Agreement and Elective Exchange Program. Students will be expected to adhere to the malpractice and liability guidelines set by the Host Institution.
      2. If the Home Institution does not provide medical malpractice insurance or civil liability insurance that will cover the student during their Elective Exchange Program in the Host Institution’s country, the student may purchase it through the Host Institution at a nominal fee by contacting the Coordination Liaisons. This liability insurance matter must be resolved to the joint satisfaction of both Institutions before the Elective Exchange Program commences.
   5. Other Insurance: Any and all other insurance coverages that may be necessary or advisable beyond health insurance and malpractice and civil liability insurance are at the discretion of the student and shall be the sole responsibility and liability of the student.
   6. Travel & Transportation Information: Student international travel will be in compliance with the travel policies of both Institutions, and students will be required to sign travel registration documents with the Home Institution stating their understanding of the risks related to their travel. Students are responsible for arranging and paying for their own international and domestic transportation.
   7. Visas: Students shall take the necessary steps to obtain Visas with the help of the Home and Host Institutions. Any Visa costs shall be the sole responsibility of the student. All Visa matters shall be resolved to the joint satisfaction of both Institutions before the Elective Exchange Program commences.
3. **General Terms**
   1. Neither Party shall, without first obtaining the written consent of the other, advertise or otherwise use the other Party’s name or any of its logos, trademarks, or service marks in any publication, public relations communications, or other public communications.
   2. The Parties agree that the relationship of each of them to the other is at all times that of an independent contractor and not that of a joint‑venturer, or an employee, partner, or agent.
   3. This Agreement may not be assigned by either Party without the express written consent of the other Party.
   4. This Agreement represents the entire understanding of the Parties with respect to the subject matter covered here and supersedes and nullifies any previous agreements regarding the subject matter covered here between the Parties.
   5. Failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
   6. This Agreement may be amended only in writing and any amendments must be signed by authorized representatives of the Parties.
   7. The Institutions agree to comply with all federal/national, state/province, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.
   8. By signing below, the representative of each Party represents that (i) such person is duly authorized to execute this Agreement on behalf of the represented Party, and (ii) the represented Party agrees to be bound by the provisions thereof.
4. **Notices**

Any notice to either Institution must be in writing signed by the presenting Institution, and will be deemed delivered when mailed to the following addresses, with a **copy** to the Coordinating Liaison.

To UMMS: To Acronym:

Terence R. Flotte, MD Collaborator Institution Signatory, (counter part to Dean Flotte), Degree

Dean, Provost, and Executive Deputy Chancellor Title

University of Massachusetts Medical School Full name of Collaborating Institution

55 Lake Avenue North Full Address

Worcester, MA 01655 City, State ZIP

USA Country

**Signed:** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Terence R. Flotte, M.D.

Dean, Provost, and Executive Deputy Chancellor

– for and on behalf of University of Massachusetts Medical School

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator Signatory, Degree

Title

– For and on behalf of Name of Collaborating Institution