



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
AND
ROYAL COLLEGE OF SURGEONS IN IRELAND**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the University of Massachusetts Medical School, Worcester, Massachusetts, USA (hereinafter "UMMS"), and Royal College of Surgeons in Ireland, Dublin, Ireland (hereinafter "RCSI"). Each individually a "Party" or "Institution" and collectively the "Parties" or the "Institutions."

RECITALS

WHEREAS, UMMS and RCSI both have health science-related programs and affiliated health care systems that are involved in biomedical research and the clinical education of students; and

WHEREAS, UMMS and RCSI desire to establish certain exchange programs beneficial to the respective educational Institutions and to promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.

NOW THEREFORE, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual undertakings contained herein and other good and valuable consideration, the sufficiency of which is hereby agreed to and accepted, the Parties understand as follows:

TERMS

1. Purpose of the MOU: Definition.

- 1.1 The primary objective of this MOU is to create a means for cooperative efforts between UMMS and RCSI to affect the academic and clinical interchange of faculty, postdoctoral fellows, and students, and clinical, academic and research information between the two Institutions.

- 1.2 The Parties agree that this MOU will provide the foundation and framework for later particular projects, developed by clinical, academic and administrative units from the two Institutions, to be agreed upon in other separate written agreements.
- 1.3 "Home Institution" refers to the Institution sending its student(s), postdoctoral fellow(s), or faculty member(s) to the other Institution for the purposes of study, learning, student clinical electives, teaching and/or research.
- 1.4 "Receiving Institution" refers to the Institution hosting the visiting student(s), postdoctoral fellow(s), or faculty member(s) from the other Institution for the purposes of study, learning, student clinical electives, teaching, and/or research.

2. Validation Period of this MOU.

As stated in Section 1.2 above, this Memorandum of Understanding is intended only to provide a framework for separate and more formal and detailed written agreements by and between the Parties with regard to particular exchange endeavors. In this context, this MOU shall remain in place until:

- 2.1 Superseded by such a separate formal written agreement(s);
- 2.2 Terminated by either Party upon written notice of not less than ninety (90) days; or
- 2.3 At the latest, three (3) years from the earliest execution of same, unless the Parties mutually agree in writing to extend same.

3. Coordination Committee.

To facilitate this MOU, a UMMS-RCSI Collaboration Coordination Committee (URCCC) is formed. The URCCC is composed of members of the Office of Undergraduate Medical Education at UMMS and members of the Faculty Executive at RCSI. It is the URCCC's responsibility to carry out collaboration-related duties and to report to the CEO of RCSI and the Chancellor of UMMS. To facilitate the goals set forth in this MOU, one representative from each institution will be designated as a liaison with a primary responsibility of advancing the activities covered herein.

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4. Areas of Collaborations.

Pending approval by the officers of both Institutions and execution of formal written agreements setting forth the applicable terms and conditions, the areas of potential collaboration between the Parties in the fields of education, teaching, research and innovation may include each of the following:

4.1 Medical Education

- 4.1.1 Both Institutions may send delegations to visit the other Institution to learn about the other's educational system and curriculum design. The Home Institution is expected to pay for all of the related expenses. The Receiving Institution is expected to provide assistance in arrangements. A detailed schedule and plan of the visit must be worked out with the "URCCC" prior to the visit.
- 4.1.2 Both Institutions may also invite staff and/or faculty members from the other Institution to visit and be involved in short-term teaching and/or consultation. The Home Institution is expected to pay for all of the related expenses plus compensation. Details will be delineated in specific formal written agreements prior to any such visit.

4.2 Student Training

- 4.2.1 Students (primarily medical students, graduate research students, and nursing students) of either Institution who wish to engage in study in a degree-granting or non-degree granting program ("Program") at the other Institution must meet the criteria established by the Receiving Institution for participation in that Program. A Program that is developed will identify the specific requirements, rationale, goals and objectives, technical procedural skills, and personal skills necessary for successful completion.
- 4.2.2 Students must meet all applicable regulatory and admission standards of the Receiving Institution and obtain all required approvals from the Home Institution for participation in a Program. These standards include but are not limited to requirements for language proficiency; medical training and experience; license (if required); professional liability insurance as applicable; personal health and travel insurance; vaccinations; VISA applications and other necessary governmental approvals or permissions.
- 4.2.3 The Home Institution is responsible for collecting and reviewing student requests and applications for study and formally recommending qualified students to the Receiving Institution for the study desired. Members of the "URCCC" from each respective Institution will oversee the experience for each student.
- 4.2.4 The Receiving Institution would make the final determination as to the acceptance of the student in each case, according to its policies and standards, and would notify the Home Institution in writing of the acceptance or rejection. The Home Institution would notify the student of the decision.

- 4.2.5 Each student accepted by the Receiving Institution would be expected to participate in the Receiving Institution at the same level of competency as any other student participating in the Program.
- 4.2.6 The Receiving Institution would have the right to remove any student from the Program. In this instance, the Receiving Institution will provide written notification to the Home Institution. The Home Institution will comply with the request for removal immediately.
- 4.2.7 Students who apply and are accepted to participate in a student elective rotation at a clinical site will comply with both all of the policies and procedures of the clinical site and the by-laws and regulations of the student elective program, as applicable, including but not limited to UMMS guidelines and requirements for international students. Failure to so comply may result in immediate dismissal from the student elective program. Within the context of an approved Program, students will be permitted to provide only direct, supervised medical care and related services as may be permitted and that are consistent with the requirements of the Receiving Institution and Clinical site.
- 4.2.8 Each Home Institution will work with the Receiving Institution to identify an individual at the Receiving Institution who will assume administrative, educational, supervisory and formal evaluation responsibility for the student while they are rotating at the Receiving Institution. Students assigned to the Receiving Institution are under the immediate supervision and control of the Receiving Institution.
- 4.2.9 General orientation to a Program would be provided by the Receiving Institution, and orientation to a particular student elective rotation at a clinical site will be the responsibility of the clinical site.
- 4.2.10 For a student of one Institution wishing to participate in a student elective clinical rotation or to undertake a short-term non-degree research program under a specific faculty member(s) at the other Institution, the following must be completed:
- 4.2.10.1 Draft and submit a detailed study program for approval by the Home Institution.
- 4.2.10.2 If approved by the Home Institution, the Home Institution will submit the proposal to the Receiving Institution.
- 4.2.10.3 If approved by the Receiving Institution, the Receiving Institution and proposed supervising faculty will provide formal approval in writing to the Home Institution.
- 4.2.10.4 Upon approval, the Receiving Institution will render all necessary cooperation to facilitate the proposal.
- 4.2.10.5 Students undertaking a short-term research program may find their research experience enhanced by auditing advanced research courses at the Receiving Institution.

The trainee's research advisors at the Receiving Institution shall advise the student in course selection and seek approval from the appropriate school for trainee participation in classes.

- 4.2.11 Travel, living expenses, and other associated costs related to the student's attendance at the Receiving Institution, as well as related elective and other administrative fees, as determined by the Receiving Institution, will be the responsibility of the student. Tuition will not be charged by the Receiving Institution. The students are encouraged to seek scholarship and/or other forms of financial support both within and outside the Institutions. Student international travel will be in compliance with the travel policies of both institutions.
- 4.2.12 The Receiving Institution would assist in finding housing and other such assistance to the visiting student(s) to ease their transition into a foreign culture and environment. However, the Receiving Institution shall have no liability or responsibility for the visiting student's ultimate selection of such housing.

4.3 Research Collaborations

- 4.3.1 Both Institutions would encourage biomedical research collaborations in areas of mutual interest. Details shall be specified in the particular formal written agreement for each collaboration.
- 4.3.2 Both Institutions would promote and facilitate exchange programs for postdoctoral fellow training in biomedical research. Such collaborative effort should be based on the mutual interests of the involved Principal Investigators in both Institutions and the prospective trainees.
- 4.3.3 In the event a joint research project is proposed by either Institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both Parties to approve the proposed project as a possible joint effort, both Institutions will actively seek outside funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each Institution.
- 4.3.4 In such joint projects between the two Institutions, care will be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved. Any resulting publications shall include an acknowledgement of the contributions of each Institution in accordance with customary scientific practices.
- 4.3.5 The Institutions agree to comply with all applicable laws, including but not limited to the U.S. Export Administrative Regulations, that pertain to necessary licenses, certification standards, and legal considerations with regard to exports and export control. Research related

international travel will be in compliance with the travel policies of both Institutions.

4.4 Exchange and Visit of Faculty Members

- 4.4.1 The process for establishing an exchange of faculty members would be as follows:
 - 4.4.1.1 Interested faculty member will submit clinical teaching, didactic teaching, or research proposals to their own Institution's academic officers for concept review and approval. Proposals must include an explanation of the source and method for compensating and funding the expenses of the visiting faculty member(s);
 - 4.4.1.2 Proposals approved by the Home Institution will be sent with the proposing faculty member's credentials to the Receiving Institution's counterpart faculty member(s) and academic officers for review and approval;
 - 4.4.1.3 If there is mutual interest, the academic officers of the Receiving Institution will contact the proposing academic officers of the Home Institution to determine the precise terms and conditions under which the visit and research proposal would take place.
- 4.4.2 The purpose of any such visit must be teaching or cooperative research. No such visit will exceed one (1) academic year as defined by the Receiving Institution, unless otherwise agreed to in writing by both Institutions. Faculty international travel will be in compliance with the travel policies of both institutions.
- 4.4.3 If a faculty member of one Institution is invited by the other Institution to give lectures, present at conferences, perform services, or contribute in other ways to the benefit of the inviting Institution, the inviting Institution is expected to pay for all of the related costs and expenses of same.
- 4.4.4 When a faculty member of one Institution is visiting the country of the other Institution, he/she is encouraged to visit the other Institution and the Institution being visited is expected to provide assistance for that visit. The visiting faculty member is expected to pay for his/her travel expenses. The Institution being visited may provide honoraria and/or accommodation if the faculty member is invited to give a lecture.

5. Intellectual Property and Research Collaboration Agreements

The formal written agreements between the Institutions would adhere to the following principles governing publications and intellectual property:

- 5.1 All publications resulting from the educational, research, or clinical collaboration between the two Institutions would acknowledge the existence of the collaboration

formed under this MOU. Likewise, the relationship between the Parties would be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.

5.2 Each research project conducted jointly by the Parties would be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties. All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.

5.3 All research and other activities conducted under this MOU would be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of UMMS, these are the laws, rules, and regulations of the Commonwealth of Massachusetts and the United States of America. In the case of RCSI, these are the laws, rules, and regulations of Dublin and Ireland.

6. Applicable Rules; Emergencies.

The formal written agreements between the Parties would provide that the clinical and academic requirements of both educational Institutions would be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program would be shared with, and carefully followed by, the faculty members and students participating in the Program. In the event of a faculty member or student exposure to infectious or environmental hazards or other occupational injuries as a result of the clinical or research assignment, the faculty member or student would commit to seek immediate medical attention consistent with the site's occupational exposure procedures. Such emergency care would be provided at the usual and customary charges.

7. Insurance.

The formal written agreements between the Parties would require that each Institution maintain, at its own cost and expense, appropriate levels of professional liability insurance, general public liability insurance, worker's compensation insurance, and property damage, to cover its operations, facilities, employees, students and lawful visitors, including but not limited to those visiting faculty, postdoctoral fellows, and students that may be part of an exchange between the Home Institution and Receiving Institution. The Parties to this MOU understand their obligations to have appropriate insurance coverages in place and agree to confirm and memorialize their obligations in later executed affiliation agreements.

8. Non-Discrimination.

The Parties agree to comply with all federal/national, state/province, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

9. Relationship of the Parties.

This MOU shall **not** be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own respective independent Institution. With respect to any employee compensation for services provided in connection with this MOU, each Institution will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required.

This Memorandum of Understanding is a **non-contractual, non-binding** statement of the Parties' desire to engage in the exchange programs and activities outlined herein. This Memorandum of Understanding is **not binding or enforceable** on either Party by the other, and creates **no legal responsibilities or obligations**. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.

10. Use of Institutions' Name: Advertising and Publicity.

Neither Institution will use the other Institution's name, or any name that is likely to suggest that it is related to the other Institution, in any advertising, promotion or sales literature without first obtaining the express written consent of the other Institution.

11. Notices.

This MOU is independent of any previous MOU between UMMS and RCSI. Any notice to either Institution hereunder must be in writing signed by the presenting Institution, and will be deemed delivered when mailed by Postal Service first class, certified, or express mail, or other carrier delivery service, when addressed as follows.

To "UMMS":

Michael Collins, MD, FACP
Chancellor
University of Massachusetts Medical
School
55 Lake Avenue North
Worcester, MA 01655
USA

To "RCSI":

Cathal Kelly, MD
Chief Executive Officer
Royal College of Surgeons in Ireland
123 St Stephens Green
Dublin 2
Ireland

or to such other addressee(s) as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

Signed: This MOU may be signed in counterparts, each considered to be an original of the other, but a valid and lawful MOU must signed by both Parties to be effective.



Michael Collins, MD
Chancellor
– For and on behalf of
University of Massachusetts Medical School

Date: 7 February, 2013



Cathal Kelly, MD
Chief Executive/Registrar
– For and on behalf of
Royal College of Surgeons in Ireland

Date: 30/1/13