

**AGREEMENT
BETWEEN
DUKE UNIVERSITY,
DUKE UNIVERSITY HEALTH SYSTEM, INC.
AND
THE UNIVERSITY OF JORDAN**

This Agreement is made between Duke University, through its School of Medicine, located in Durham, North Carolina ("DU"), Duke University Health System, Inc ("DUHS" or "Hospital"), and The University of Jordan ("School"), an educational institution located in Amman, Jordan, to be effective as of the date of the last signature of a Party hereon (the "Effective Date"). DU and DUHS are collectively referred to herein as "Duke." DU, DUHS and School may each be referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the School wishes to send certain students enrolled in School's medical student education program ("Students") to the Hospital for additional clinical training by DU physicians (the "Experience"); and

WHEREAS, DU and DUHS are willing to provide such clinical training opportunities subject to the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Responsibilities of Duke

- 1.1. Duke agrees to provide appropriate, qualified professional clinical supervision and educational opportunities and resources for Students participating in the Experience at Duke, as further described in a form substantially similar to the Student Participation Summary- **Exhibit A**, attached hereto and incorporated herein by reference, subject to the terms and conditions set forth below. Duke will determine the number of Students that may be assigned at any one time to Duke for an Experience.
- 1.2. Duke agrees to provide a learning environment for Students which promotes the development of professional attributes such as attitude, behavior, and identity.
- 1.3. DUHS agrees to provide such medical facilities, equipment and supplies as it determines in its sole discretion to be necessary for the Experience.
- 1.4. DU will provide a person employed by DU ("Duke Coordinator") to regularly communicate with School regarding numbers of Students, clinical assignments and all other details necessary for the Experience to function smoothly.
- 1.5. DUHS agrees to assist the Student in obtaining first aid and emergency care for illnesses, incidents, exposures to infectious or environmental hazards, or other occupational injuries occurring while participating in an Experience. DUHS shall not be responsible for the cost of any such treatment, including without limitation diagnostic tests and procedures.

2. Responsibilities of School

- 2.1. School faculty will be responsible for monitoring academic affairs and evaluating the performance of Students participating in the Experience. Input may be sought from Duke

staff and preceptors and other appropriate individuals regarding Student performance. The School further agrees that a mechanism will exist to ensure that input from Duke staff is communicated to appropriate School faculty.

- 2.2. School shall appoint an employee ("School Coordinator") to serve as communications liaison with Duke regarding Experience-related matters.
- 2.3. School shall notify the Duke Coordinator in writing of each Student who wishes to participate in an Experience hereunder no less than thirty (30) days prior to each Student's desired Experience commencement date. Such notice shall be provided together with the following documentation with respect to each named Student: (i) evidence of current good academic standing as a Student at School; (ii) completed and signed originals of the attached Participation Summary and Duke Confidentiality Agreement in the form attached hereto as **Exhibit B** and incorporated by reference herein; (iii) evidence of personal health insurance coverage acceptable to Duke; and (iv) evidence of professional liability coverage described in Section 10.1 below.
- 2.4. School will advise all approved Students, as a condition of participating in an Experience hereunder, of their obligation to attend all orientation and training sessions requested and provided by Duke.
- 2.5. School shall immediately notify Duke in writing of the occurrence of any of the following with respect to any Student then seeking approval for, approved to participate, or participating in, an Experience pursuant to this Agreement: any threatened or actual (i) withdrawal, loss, suspension or restriction of good academic standing at School; (ii) loss of personal health insurance or professional liability coverage required hereunder; or (iii) breach of this Agreement or their respective Participation Summary or the Duke Confidentiality Agreement.
- 2.6. School understands and agrees that the Students are not agents, servants, or employees of Duke, and are present at Duke solely as Students of the School.
- 2.7. The School will ensure that each Student participating in an Experience has received all immunizations required by Duke prior to beginning the Experience.
- 2.8. The School agrees to perform or have performed a criminal background check for each Student as a condition to beginning an Experience at Duke. The criminal background check will include both felonies and misdemeanors for the past seven (7) years and within any state and county the Student has resided during the past seven (7) years. The School shall review the Student's criminal background check and agrees not to assign to an Experience at Duke any Student who has committed either felonies and/or misdemeanors without review and written prior authorization by Duke. Upon request School shall provide Hospital with a copy of the full criminal background check of any Student assigned by School to participate in an Experience at Duke. Duke reserves the right to not accept any Student for participation in an Experience at Duke who has a criminal record.

3. Student Participation

School and Duke shall jointly plan for the placement of Student(s) at Duke and shall complete and sign a Student Participation Summary, in the form of Exhibit A, in advance of any Student(s) being accepted by Duke for an Experience. School and Duke shall review and revise the Student Participation Summary as needed as additional Students are assigned to participate in Experiences at Duke. Each new Student Participation Summary will become an addendum to this Agreement. The Student Participation Summary shall include the following:

- Name of each Student assigned to Duke
- Objectives of the Experience
- Course titles and names
- Dates of Experiences
- Names of School faculty coordinating the Experience

4. No Warranties, Representations or Guarantees

Duke makes no representation, warranty or guarantee that any Student is or, after participating in an Experience hereunder, shall be competent to provide any healthcare service. School is and shall remain solely responsible for evaluating and monitoring the competency and performance of its Students, including those who participate in an Experience hereunder, and any decision regarding the competency of any Student to provide any healthcare service will be made solely by School.

5. Confidential/Proprietary Information

School acknowledges that Students participating in an Experience pursuant to this Agreement, may have access to, possess or control confidential and/or proprietary information of DUHS and/or its affiliates or subsidiaries that is valuable to DUHS and/or such affiliates or subsidiaries from operational, competitive and other standpoints, including without limitation trade secrets, financial information, organizational processes, business strategies, contracting relationships and terms, and other information central to the operations of, and/or constituting a competitive advantage in the marketplace for, DUHS and/or its affiliates or subsidiaries (such confidential and/or proprietary information and any copies thereof and any notes, summaries or other descriptions relating thereto, in any form or media, tangible or intangible, as supplied in writing, verbally or by observation, constituting "Confidential Information" notwithstanding that such information was or is not expressly marked as "Confidential"). In recognition of the foregoing, and as an inducement to DUHS to provide Experiences as set forth herein, School agrees and shall require Students to agree: During the Term of the Agreement, and for a continuous period after the expiration or termination of this Agreement for any reason, not to do any of the following without the prior written consent of DUHS or as may be expressly required in a final, non-appealable order issued by a court of competent jurisdiction over the parties hereto: (1) use any Confidential Information for their own purposes or those of any other individual or entity; (2) disclose to any other individual or entity, other than his or her attorney, any Confidential Information; (3) take any action which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of Confidential Information; or (4) fail to follow the requirements of or reasonable suggestions made from time to time by DUHS regarding the proprietary and confidential nature of the Confidential Information.

6. Independent Contractors

The relationship of the Parties under this Agreement will be that of independent contractors. No Party is an agent, joint venturer, partner, or employee of the other Parties. Except as expressly set forth in this Agreement, each Party shall control the hiring and firing of its own employees, and shall cover all taxes, insurance coverages, and other changes incident to its own employees.

7. Patient Care and Supervision

School shall require Students agree to review and abide by Duke's institutional policies, protocols and bylaws when participating in the Experience. Duke is responsible for administrative supervision of Students performing services under this Agreement and retains full authority and responsibility for the care and treatment of its patients. Duke also shall provide for each Student participating in the Experience under this Agreement a consistent and appropriate level of clinical supervision. Duke may, in its sole discretion, terminate from an Experience and/or remove from

Duke's premises any Student or other School personnel who (i) violates applicable laws, rules, regulations or other binding legal authorities; standards, guidelines or other requirements of licensing or accrediting bodies; requirements of third party payors; Duke bylaws, rules, regulations, programs, policies, procedures, codes of conduct, protocols and other requirements; or the terms of this Agreement, as any of the foregoing may be amended from time to time, or (ii) are disruptive or otherwise pose a threat to Duke personnel or patients or the quality of educational or medical services at Duke. Duke shall provide prior notice to School of such termination and/or removal when feasible under the circumstances, and in any event shall provide such notice within a reasonable period thereafter.

8. Medical Records

All Duke patient medical records in whatever form are and shall remain the sole and exclusive property of Duke, subject to any rights provided by law to individual patients.

9. Government Review

To the extent required by applicable law, and pursuant to written request from any appropriate governmental authority, each Party shall make available to appropriate government authorities this Agreement and any books, records, documents, and other records that are necessary to certify the nature and extent of any services provided hereunder and the cost claimed for such services or so as to otherwise comply with the requirements of any lawful agreement between the Party and such governmental authority. Except as otherwise required by law, each Party shall immediately notify the other Parties of, and reasonably cooperate with the other Parties with respect to, any audit, investigation, inquiry or other request (whether made hereunder or otherwise) by any government authority or other third party for any information arising under or otherwise relating to this Agreement.

10. Insurance

10.1. School shall ensure that each Student provide and maintain professional liability coverage in an amount not less than \$1,000,000 per occurrence / \$3,000,000 annual aggregate to cover the Student participating in an Experience pursuant to this Agreement.

10.2. Duke shall provide professional liability coverage in an amount not less than \$1,000,000 per occurrence/ \$3,000,000 annual aggregate that will cover its employees and agents who perform services pursuant to this Agreement.

10.3. Each Party shall provide the others with proof of the foregoing insurance coverage upon request.

11. Term and Termination

This Agreement shall be effective as of its Effective Date and shall remain in full force and effect for one (1) year, unless terminated as set forth below. Thereafter this Agreement shall automatically renew for successive one (1) year periods on the anniversary date of this Agreement unless this Agreement is previously terminated as set forth herein or unless one Party notifies the other at least thirty (30) days prior to the anniversary date of such Party's intention not to renew this Agreement. Any Party may terminate this Agreement for any reason by providing the other Parties with thirty (30) days written notice. In the event of termination, the Parties shall cooperate and make efforts to allow Students to complete Experiences already in progress.

12. Notice

Any notice under this Agreement shall be in writing and will be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid, return receipt requested, to the party at the address listed below or later specified in writing; or, (c) sent shipping prepaid by national courier service to the party at the address listed below:

AS TO DUKE:

Steven D. Wilson, Student Services Officer
Offices of the Registrar and Financial Aid
Duke University School of Medicine
DUMC Box 3878
Durham, North Carolina 27710

AND

Paul Lindia
Associate VP - Network Services
Duke University Health System, Inc.
3100 Tower Blvd., Suite 600
Box 80
Durham, North Carolina 27707

AS TO SCHOOL:

Azmi Mahafzah, MD, PhD
Dean, Faculty of Medicine
The University of Jordan
P.O. Box 13027
Amman 11942 Jordan

13. Breach

Any Party may immediately terminate this Agreement for illegal or wrongful conduct, fraud, or material breach of this Agreement by any other Party.

14. Indemnification

Each Party hereto (each as an "Indemnifying Party") agrees to indemnify and hold harmless the other Parties (each as an "Indemnified Party") and their directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorney's fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party by a third party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission of the Indemnifying Party or its directors, officers, employees or agents in connection with this Agreement.

15. Assignment

This Agreement is for educational services. No Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties.

16. Entire Agreement

This Agreement, including any schedules or other attachments which are incorporated herein by reference, contains the entire Agreement between the Parties as to its subject matter. This Agreement merges all prior discussions and agreements between the Parties and no Party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the Parties.

17. Waiver

The failure of a Party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the Party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effort.

18. Use of Parties' Names

Duke agrees not to use the names, symbols, trademarks, or service marks currently existing or subsequently established of School without the prior written consent of School. School agrees not to use the name, symbols, trademarks, or service marks currently existing or subsequently established of Duke or any of its affiliates or subsidiaries without the prior written consent of Duke.

19. Severability

Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.

20. Modification for Change in Law

To the extent that any law, rule, or regulation of any authority (including the Joint Commission or other relevant accrediting agency) having jurisdiction over a Party to this Agreement shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the Parties agree to negotiate promptly and in good faith regarding modification as may be required to bring this Agreement into compliance with such applicable law, rule, or regulation. Should the Parties be unable to agree upon such modification within a period of thirty (30) days from the date any Party shall give notice to the others of such changes in law, rule, or regulation, this Agreement shall be deemed terminated.

21. Binding Obligations

The rights and responsibilities of this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. Governing Law

The construction and performance of this Agreement shall be governed by the laws of the State of North Carolina.

23. Dispute Settlement

In accordance with the terms of the United States Arbitration Act, any disputes between the Parties arising under or related to this Agreement, if not resolved through good faith negotiation between the Parties within a reasonable period, shall be resolved exclusively through arbitration proceedings conducted in accordance with the commercial arbitration rules of the American Arbitration Association (AAA). The arbitration shall be conducted at a location agreed upon by the Parties (or, if the Parties are unable to agree, at a location determined by the AAA) before a panel of three AAA arbitrators selected in accordance with the procedures of the AAA. The Parties agree that the determination of the arbitrators is final and binding.

24. Privacy

Duke and School acknowledge that as a condition of participation in this training experience, Students are required to maintain protected health information of Duke's patients in accordance with HIPAA, including information obtained through use of computer systems. Duke shall educate Students regarding its confidentiality and privacy policies and procedures. Duke shall instruct Students that information regarding Duke's patients shall be held in confidence, that all protected health information regarding Duke's patients shall be maintained by Student in compliance with HIPAA, that Students shall not make copies of patient records and Students shall not identify patients or any protected health information in any papers, reports or case studies provided to School without first obtaining permission of Duke and complying with applicable law.

25. Prior Agreement

This Agreement shall supersede any and all other agreements, whether written or verbal, that may have been made or entered into by the Parties relating to the subject matters set forth herein.

26. Amendment

Any amendment to this Agreement shall be in writing and duly executed by authorized representatives of each of the Parties.

27. No Third Party Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of Duke, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

28. Interpretation

No Party shall be considered the drafter of this Agreement. No provision in this Agreement shall be interpreted for or against any Party because that Party or that Party's legal representative drafted such provision.

29. Excluded Provider

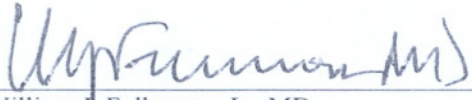
Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in Medicare, Medicaid, or any other federal health care program (each a "Federal Health Care Program"), (ii) has not been convicted of a criminal offense for which exclusion from any Federal Health Care Program is either mandatory or permissive; and (iii) is not under investigation or otherwise aware of any circumstances that may

result in it being excluded from participation in any Federal Health Care Program. Each party agrees to promptly notify the other party in the event of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the non-breaching party the right to terminate this Agreement immediately.

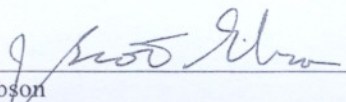
Signature page follows

IN WITNESS THEREOF, the Parties hereby execute this Agreement.

DUKE UNIVERSITY HEALTH SYSTEM, INC.

BY:  DATE: 10-17-11
William J. Fulkerson, Jr., MD
Executive Vice President - DUHS

DUKE UNIVERSITY

BY:  DATE: 10/19/11
Scott Gibson
Executive Vice Dean For Administration
Duke University School of Medicine

THE UNIVERSITY OF JORDAN

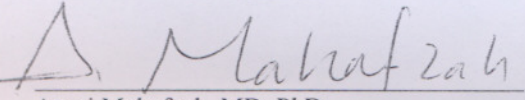
BY:  DATE: 09/26/2011
Azmi Mahafzah, MD, PhD
Dean, Faculty of Medicine

EXHIBIT A

Student Participation Summary

Duke agrees to provide the Students named below with an Experience subject to the terms and conditions set forth in the Agreement between Duke University, Duke University Health System, Inc. and The University of Jordan.

TRAINING PROGRAM: _____

STUDENT(S): _____

SCHOOL COORDINATOR: _____

PHONE/FAX: _____

DUKE COORDINATOR: _____

PHONE/FAX: _____

COURSE: _____

EXPERIENCE DATES: _____

DESCRIPTION/OBJECTIVES:

Insert a Description of the Training Experience. For Example: 1st rotation; 104 clinical hours (@ 8 hours week x 13 weeks) Advanced practice development with an emphasis on comprehensive management of primary care problems. Pharmacologic management and interdisciplinary collaboration/referral should be systematically integrated into this "hands-on" experience.

Attachment Reviewed By:

DUKE COORDINATOR

DATE: _____

Name: _____

Title: _____

SCHOOL COORDINATOR

DATE: _____

Name: _____

Title: _____