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**MEDICAL STUDENT EXCHANGE AGREEMENT  
BY AND BETWEEN  
University of Jordan  
AND  
VANDERBILT UNIVERSITY**

THIS AGREEMENT is entered into by and between University of Jordan, Amman, Jordan, a (hereinafter referred to as "SCHOOL") and Vanderbilt University, a Tennessee not-for-profit corporation by and through its Vanderbilt University Medical School (hereinafter referred to as "VANDERBILT").

**WITNESSETH**

WHEREAS, VANDERBILT and SCHOOL desire to establish an exchange program under which medical students from VANDERBILT and medical students from SCHOOL (each, a "STUDENT" and together, the "STUDENTS") have the opportunity to receive a clinical observational experience at the other medical institution (the "PROGRAM"); and

WHEREAS, the PROGRAM seeks to broaden the scope of the academic curriculum and to provide unique clinical training experiences in an overseas environment, as well as to promote co-operation between SCHOOL and VANDERBILT; and

WHEREAS, VANDERBILT and SCHOOL have the expertise to provide such clinical training and each desire to enter into the PROGRAM for both its institution and its STUDENTS;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**1. RESPONSIBILITIES OF THE PARTIES**

**A. SCOPE OF ASSIGNMENT**

1. Each of VANDERBILT and SCHOOL agree to accept STUDENTS from the other institution for the purpose of providing observational clinical experiences and training for the STUDENTS under the terms and conditions outlined in this Agreement and on Appendix A, attached hereto and made a part hereof by this reference. SCHOOL shall recommend to VANDERBILT only those STUDENTS who have fulfilled the necessary prerequisites as specified by VANDERBILT, are proficient in English, and meet the requirements as outlined in this Agreement and Appendix A. VANDERBILT shall recommend to SCHOOL only those STUDENTS who have fulfilled the necessary prerequisites as specified by SCHOOL+ and meet the requirements as outlined in this Agreement and Appendix A. VANDERBILT and SCHOOL reserve the right to decline or accept any STUDENT.
2. Each party shall designate one of its staff members, who is acceptable to the other party, to serve as a liaison between SCHOOL and VANDERBILT and to assist in proper implementation of the PROGRAM.

3. The determination of the number of STUDENTS, dates of assignments and availability of VANDERBILT and SCHOOL facilities and resources shall be determined by VANDERBILT and SCHOOL and agreed upon in writing by VANDERBILT and SCHOOL prior to assignment of any STUDENT.
5. Neither VANDERBILT nor SCHOOL shall be required to accept a certain number of STUDENTS or to provide any minimum number of qualified applicants to the other institution in any given year.
6. VANDERBILT and SCHOOL shall inform one another as soon as reasonably possible of changes in academic curriculum and changes in availability of learning opportunities.
7. Each of VANDERBILT and SCHOOL shall solely responsible for its respective academic matters pertaining to its STUDENTS under this Agreement. Each party shall be responsible for coordinating and directing the observational clinical training experience, training schedules, evaluating STUDENT performance, and providing a planned and supervised program for each of the STUDENTS from the other institution. VANDERBILT shall have sole responsibility for patient care services at VANDERBILT and the level at which STUDENTS participate in such patient care. SCHOOL shall have sole responsibility for patient care services at SCHOOL and the level at which STUDENTS participate in such patient care. The parties agree and understand that to the extent a STUDENT is required to be licensed prior to providing any clinical services, STUDENTS' clinical experience hereunder shall be entirely observational and STUDENTS shall not be permitted to touch patients or provide any patient care, unless specifically permitted to do so in advance by the institution at which the STUDENTS are visiting.
8. Withdrawal of a STUDENT from the PROGRAM may be requested by SCHOOL or VANDERBILT at any time. The party requesting such withdrawal shall notify the other party, and the withdrawal shall be upon the terms and conditions agreed to by SCHOOL and VANDERBILT, provided that any withdrawal shall be in accordance with VANDERBILT'S policies and procedures. Notwithstanding the foregoing, each party retains the right at all times to safeguard the health, safety, and welfare of its patients and the orderly operation of its facilities; and, in such capacity, shall have the right to remove a STUDENT from an assignment at any time.

## **B. RESPONSIBILITIES OF VANDERBILT**

1. All requests made by VANDERBILT for placements at SCHOOL must be in writing and submitted to SCHOOL at least thirty (30) days prior to the start of the observational clinical rotation, and shall include the following information:
  - \* Type of unit on which placement is requested.
  - \* Number of STUDENTS to be placed.
  - \* Names of STUDENTS.
  - \* Desired specific dates and time of placement, including days of week and hours to be on units.
2. VANDERBILT will provide supervision of STUDENTS while participating in the PROGRAM and maintain a sufficient level of staff support to carry out normal service functions and STUDENTS shall not be performing any services in lieu of staff. In addition, VANDERBILT will comply with any State and Federal regulations applicable to the PROGRAM, including all applicable laws regarding licensure and the practice of medicine.
3. VANDERBILT will provide reasonable first aid assistance for STUDENTS who experience work related injuries or illnesses, including needle sticks.

4. VANDERBILT shall obtain the consent of STUDENT prior to any test or treatment provided to the STUDENT. The cost of any first aid services provided to the STUDENT shall be the responsibility of the STUDENT. Additionally, the cost of any follow-up, referrals, x-rays, or laboratory tests as may be necessary shall not be borne by SCHOOL or VANDERBILT, but shall be the responsibility of the individual STUDENT, regardless of whether or not such services are covered by the STUDENT's health insurance.
5. STUDENTS are considered to be, and shall be treated as, STUDENTS and trainees who have no expectation of receiving compensation or future employment from VANDERBILT. STUDENTS are not, nor shall be considered to be, employees of VANDERBILT or SCHOOL, and, as such, they shall not be entitled to monetary compensation or to employee benefits, including worker's compensation benefits.

### C. RESPONSIBILITIES OF SCHOOL

1. SCHOOL shall determine eligibility for and, if appropriate, grant appropriate course credit to STUDENTS who successfully complete the PROGRAM at VANDERBILT. STUDENTS shall be enrolled in a course with VANDERBILT in accordance with applicable rules of the Registrar's Office. SCHOOL shall ensure that STUDENTS are proficient in English prior to his/her commencement in the PROGRAM.
2. All requests made by SCHOOL for student placements at VANDERBILT must be in writing and submitted to VANDERBILT at least thirty (30) days prior to the start of the observational clinical rotation, and shall include the following information:
  - \* Type of unit on which placement is requested.
  - \* Number of STUDENTS to be placed.
  - \* Names of STUDENTS.
  - \* Desired specific dates and time of placement, including days of week and hours to be on units.
3. SCHOOL shall provide VANDERBILT any information as VANDERBILT may reasonably request regarding STUDENTS' qualifications for participation in the PROGRAM. Such information shall be provided prior to the assignment of a STUDENT to VANDERBILT, or otherwise upon VANDERBILT's request. Transfer of any information about STUDENT from VANDERBILT to SCHOOL from a STUDENT's educational records shall be made only with the STUDENT's written consent, unless notice of such transfer is otherwise permitted by applicable federal or state law. SCHOOL covenants that with respect to any transfer of educational records of a STUDENT to VANDERBILT that it shall comply with all applicable federal and state laws regarding the confidentiality of a student's personal educational record, including without limitation the Family Educational Rights and Privacy Act ("FERPA").
4. STUDENTS admitted to VANDERBILT for observational clinical training shall be subject to all applicable policies, procedures, and regulations of SCHOOL and VANDERBILT. In the event of conflict between VANDERBILT and SCHOOL, the policies and regulations of VANDERBILT shall prevail.
5. STUDENTS are considered to be, and shall be treated as, STUDENTS and trainees who have no expectation of receiving compensation or future employment from VANDERBILT. STUDENTS are not, nor shall be considered to be, employees of VANDERBILT, and, as such, they shall not be

entitled to monetary compensation or to employee benefits, including worker's compensation benefits.

6. STUDENTS in the PROGRAM will at all times wear a nametag which identifies their status as students.
7. To the extent such immunizations are not required for entry in the United States, SCHOOL shall require STUDENTS who participate in the PROGRAM on-site at VANDERBILT to submit evidence to SCHOOL in a form similar to Appendix B attached hereto that such STUDENT meets each of the following immunization and training requirements prior to beginning his/her experience:
  - a. In accordance with recommendations with of the Centers for Disease Control ("CDC"), a two-step TB skin test; i.e. after the initial TB skin test another TB skin test will be performed within two (2) to three (3) weeks. If the second TB skin test is positive, a baseline chest X-ray will be required. Thereafter, a TB skin test will be performed annually.
  - b. If born on or after January 1, 1957, two (2) live measles (rubeola) vaccines given no less than one month apart, after the first birthday; or written documentation of laboratory evidence of immunity to rubeola, including date and result, or written documentation of physician-diagnosed rubeola infection.
  - c. Positive varicella (chicken pox) titer drawn from a certified, licensed laboratory, including date and result, or written documentation of two (2) varicella vaccines given no less than one month apart and a titer showing their post vaccination immunity status. [Note: in the event of a documented exposure, prior vaccine recipients who are not immune will be restricted from entering any VANDERBILT facilities during the incubation period (day 8-21).]
  - d. Completed series of Hepatitis-B vaccines, of having begun the series, of positive surface antibodies to Hepatitis-B, or of informed refusal of the vaccine.
  - e. Vaccination or laboratory evidence of immunity to rubella (German measles) and mumps, including date and result, or written documentation of vaccination or titers.
  - f. Tetanus/diphtheria booster given within the last ten (10) years.
  - g. Any other appropriate immunizations requested by VANDERBILT to be required in order to ensure that STUDENTS will not be a health hazard to patients and to protect the personal health of the STUDENTS.
8. SCHOOL shall advise STUDENTS that a health screening review of STUDENTS' documentation may be done at VANDERBILT in which VANDERBILT will verify that all of the required immunizations and laboratory tests are complete prior to the clinical internship. STUDENTS are required to complete VANDERBILT'S Health Screening and Prerequisite Checklist (Appendix B), attached hereto and made a part hereof by this reference, and shall attach all appropriate and necessary verifying documentation. The verification documentation must be submitted to VANDERBILT at least thirty days (30) prior to the start of the clinical internship. If any STUDENT should arrive without all required immunizations and laboratory tests or is unable to obtain any immunizations or tests prior to arrival, that STUDENT will not be allowed to begin his/her observational clinical internship. Further, if any STUDENT arrives without all of the required immunizations or verifying documentation, it will be the responsibility of the STUDENT

to obtain and pay for the required immunization(s) prior to beginning the observational clinical internship; VANDERBILT will not be responsible for the costs of such immunizations.

9. SCHOOL shall require staff from SCHOOL who visit VANDERBILT to meet the same requirements as STUDENTS as outlined in Section I.C.8 above.
10. Prior to the start of STUDENTS' participation in the PROGRAM, SCHOOL shall provide STUDENTS, or cause STUDENTS to receive, in-service training in OSHA Bloodborne Pathogens Standards, Tuberculosis, and the Vanderbilt University Medical Center Fire/Emergency Response Plan.
11. SCHOOL shall prohibit STUDENTS, its faculty, and/or staff from submitting for publication any material relating to the observational clinical education experience at VANDERBILT without prior written approval of SCHOOL and VANDERBILT.
12. SCHOOL agrees and acknowledges that each STUDENT shall be limited to a maximum observational clinical experience of six (6) months and must obtain either a J-1 visa as a short-term scholar or an F-1 visa as a non-degree student in order to come to the United States for this type of exchange program in accordance with applicable United States' law. It shall be the sole responsibility of the STUDENT to determine which visa is applicable for the STUDENT (which will depend on length of stay, among other things). SCHOOL shall only recommend those STUDENTS who SCHOOL is aware have been issued the proper visa necessary to participate in the PROGRAM. STUDENT shall be solely responsible for all fees and costs associated with obtaining a visa and for compliance with all applicable immigration laws, rules, and regulations both of the United States and the STUDENT'S home country.
13. SCHOOL shall require that each of its STUDENTS who participate in an observational clinical educational experience at VANDERBILT facilities pursuant to this Agreement submit to a criminal background investigation, the scope and extent of which will be determined by VANDERBILT. The scope of the investigation, as well as specific convictions that are to be considered as a bar to Students' participation in the Program, are set forth in Appendix C (Scope and Extent of Background Investigation), which criteria may be changed by VANDERBILT at its discretion upon prompt written notice to SCHOOL. The investigation will be performed by SCHOOL, or a subcontractor retained by SCHOOL, and will be performed in accordance with all applicable laws. It is understood that failure to perform the investigation on any STUDENT shall be considered a breach of this Agreement. Further, SCHOOL acknowledges and understands and will communicate to STUDENT that VANDERBILT may conduct a review of the proposed observational clinical educational experience with respect to United States law regarding export control.

## II. TERM AND TERMINATION

- A. This Agreement shall become effective December 1, 2008, and continue until April 30, 2009. The parties agree that they shall periodically evaluate the PROGRAM and policies, discuss any related problems, and make appropriate revisions in this Agreement in accordance with Section XIV below.
- B. This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice to the other party; provided that any STUDENT who is currently participating in the PROGRAM of either institution when notice of termination is given will be permitted to complete his or her training period as previously scheduled, subject to Section I.A.8 above. This Agreement shall be terminated immediately if either party is unable to offer the PROGRAM because such party's

Agreement shall be terminated immediately if either party is unable to offer the PROGRAM because such party's certification or license to operate is repealed or suspended by any governmental licensing or certifying agency.

### **III. INDEMNIFICATION**

SCHOOL will indemnify, defend, and hold harmless VANDERBILT, its trustees, officers, employees, faculty, and physicians from and against any and all liabilities and claims of liability arising out of or in any way connected with the negligent acts and omissions of SCHOOL, its employees, its agents, or STUDENTS from SCHOOL assigned to VANDERBILT under this Agreement, unless, in the case of STUDENTS, such negligent acts or omissions are the result of negligent supervision or instruction by VANDERBILT, its employees, faculty, or physicians acting in the scope of their responsibilities, and the STUDENTS having complied with said instruction, in which case VANDERBILT will indemnify, defend and hold harmless SCHOOL.

### **IV. INSURANCE**

- A. SCHOOL shall provide, or cause STUDENTS to obtain, health insurance that is acceptable to VANDERBILT covering STUDENTS during the term of their assignment at VANDERBILT, and provide VANDERBILT with evidence of such coverage.
- B. SCHOOL will ensure that VANDERBILT is provided with notice of any cancellation or significant change of health insurance coverages thirty (30) days prior to such cancellation or change.

### **V. CONFIDENTIALITY**

- A. The parties agree to keep confidential from third parties all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards (including the Health Insurance Portability and Accountability Act ("HIPAA") and its enacting regulations) of professional ethics and will require that their respective employees, contractors, subcontractors, agents, and representatives comply with the same.
- B. VANDERBILT and SCHOOL shall require STUDENTS to keep confidential all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards (including HIPAA and its enacting regulations) of professional ethics.

### **VI. NOTIFICATION OF CLAIMS**

Each party agrees to notify the other party as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.

**VII. NOTICES**

All notices or other communication provided for in this Agreement shall be given to the parties addressed as follows:

SCHOOL: *University of Jordan Amman, Jordan  
Amman 11942, Jordan*

VANDERBILT: Bonnie Miller, M.D.  
Associate Dean for Undergraduate Medical Education  
Vanderbilt University Medical Center  
Light Hall #203  
Nashville, TN 37232-0685

with a copy to:

Office of Grants & Contracts Management  
Vanderbilt University Medical Center  
3319 West End Avenue, Suite 100  
Nashville, TN 37203-6869

Vanderbilt International Office  
201 Alumni Hall  
2201 West End Avenue  
Nashville, TN 37240  
Attn: Melissa Smith

**VIII. MEDIA**

Each party agrees it will not use the other party's name, marks, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media written or oral without the prior written consent of the other party.

**IX. MEDICAL RECORDS**

All medical records and case histories of patients treated by VANDERBILT shall be kept at VANDERBILT, and shall be the property of VANDERBILT. All medical records and case histories of patients treated by SCHOOL at its facilities shall be kept at SCHOOL's facilities, and shall be the property of SCHOOL.

**X. DISCRIMINATION**

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities.

## **XI. ASSIGNMENT AND BINDING EFFECT**

Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

## **XII. INDEPENDENT CONTRACTOR**

Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, shall have no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

## **XIII. COUNTERPART SIGNATURE**

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.

## **XIV. WRITTEN AMENDMENT/WAIVERS**

This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto.

## **XV. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

## **XVI. CONSTRUCTION OF THE AGREEMENT**

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party's being the drafter hereof.

## **XVII. NON-EXCLUSIVITY**

Each party shall have the right to enter into similar Agreements with other parties.



**XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter herein and supersedes any other Agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

FOR VANDERBILT UNIVERSITY

Recommended By:

*Bonnie Miller MD*

Dean Bonnie M. Miller, M.D.  
Associate Dean for Undergraduate Medical Education

*7-9-08*

Date

*[Signature]*  
~~Dean Steven G. Gabbe~~ *Jeff Balser, MD/PhD*  
Dean, School of Medicine

*9-2-08*

Date

Approved By:

*[Signature]*

Martin P. Sandler, M.D.  
Associate Vice Chancellor for Hospital Affairs

*9/5/08*

Date

*(JB)*

FOR MODEL

*Faisal Khalil*

*Jun 5th / 2008*

Date

Date

