





**Article 4: Implementation of Agreement as applied to clinical programs.**

1. Host Institution will advise the Home Institution in advance of all facilities used in clinical education. Home Institution may prohibit Participant and Faculty involvement at any particular facility.
2. Host Institution will provide Participants and Faculty with an orientation to the facilities used for clinical education under this Agreement MoU to include, but not be limited to safety and patient privacy, as applicable.
3. Host Institution will permit Participants and Faculty to provide, participate in, or assist in the provision of care and related services to patients only (i) under supervision of English-literate, appropriately licensed clinicians and with adequate mentoring; (ii) consistent with supervisor, Participant and Faculty training, experience and credentialing; (iii) consistent with all applicable laws, regulations, and accreditation requirements; and (iv) subject to patient choice and professional appropriateness.
4. Host Institution retains ultimate responsibility for the services provided to its patients.
5. Home Institution will ensure that Participants and Faculty meet the required vaccination and other health measures in connection with the visit abroad and as may be required and communicated in writing by Host Institution.
6. Host Institution will provide immediate medical attention to Participants and Faculty, at Participant's or Faculty's expense, as applicable, in the event of Participant or Faculty exposure to infectious or environmental hazards, or other occupational injuries as a result of a clinical assignment hereunder.
7. Host Institution agrees to evaluate Students and Residents in a timely manner as reasonably required by the Home Institution.
8. The parties agree that any joint research or other research related projects proposed to be developed or implemented under this Agreement which impose a financial obligation on either party, will require a separate, individual written agreement. Such subsequent agreements will set out the details of the conditions and understandings of the parties for each such proposed collaboration and will be developed in collaboration with appropriate authorities.
9. Should any collaboration between the parties result in any potential for intellectual property, the parties will immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise.
10. Any disciplinary proceedings against Participants or Faculty will only be conducted by the Home Institution in accordance with the Home Institution's policies and procedures. In case of a serious disciplinary issue, the Host Institution may return the participants or faculty after duly notifying the Home Institution.
11. Participants and Faculty participate in the clinical education hereunder with no expectation of reimbursement of any expense or expectation of any salary or other monetary consideration.

**Article 5: General program requirements.**

1. Tuition and fees. Each party agrees that there are no tuition or other academic expenses under this Agreement that are expected or anticipated to be paid by one party to the other party.
2. Housing and travel: The Host Institution may coordinate the arrangement of lodging for visiting Participants and Faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) will be the responsibility of each individual Participant.

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3. Participant conduct and academic policy: While at the Host Institution, Participants are subject to the student conduct and academic policies of the Host Institution, as well as the Home Institution, for matters specifically related to their program. All Participants must adhere to all course load requirements for student visas under federal and state / national and provincial laws. Failure to follow such laws will result in immediate expulsion from UToledo / DUHS as the case maybe. Both UToledo and DUHS retain sole discretion to dismiss a Participant from the program at any time for failure to maintain appropriate standards of conduct according to the Hosting Institution's policies and standards. Participant so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with each party's policy, and the Participant so dismissed will be expelled from student housing and escorted to a public transit center by a designated official. The Host Institution will not be responsible for any fees due to a dismissal or expulsion as such will be the responsibility of the relevant Participant or Faculty. Notice of such dismissal or expulsion must be sent to the Dean of Students, or equivalent office, at the Participant's Home Institution.
4. UToledo and DUHS retain at all times the ultimate authority over all admission and subsequent academic decisions respective to their institutions. In addition to assuring that coursework credit will transfer, all Participants from DUHS must have attained University of Toledo's required score on the Test of English as a Foreign Language (TOEFL) (or alternative International English Language Testing System (IELTS)) and other test scores required for their respective degree program. If it is determined that a Participant does not have a sufficient level of English proficiency, they will be required to undertake appropriate English as a Second Language (ESL) education prior to formal admission to the Program.
5. Host institution will provide immediate medical attention to Participants, at Participant's expense, in the event of Participant exposure to infectious or environmental hazards, or other occupational injuries as a result of a clinical assignment. Participant will report the injury(ies) to the Home Institution as required by Home Institution policy. The Liaison Officers will work together to resolve any ongoing problems or issues associated with Participant injury(ics).

#### **Article 6: Term, and Termination.**

This Agreement is in effect as of the date of last signature hereto (the "Effective Date") and will remain in effect for a period of five (5) years, and may be amended or extended upon written agreement by both parties. This Agreement may be cancelled at any time, for any reason by either party in writing with 90 days' notice. In the event that the Agreement is not renewed or is otherwise terminated, Participants may be allowed to continue the applicable program as mutually agreed between the parties for the balance of the Home Institution's academic year.

#### **Article 7: Miscellaneous.**

1. DUHS and UToledo agree to indemnify and to hold each other harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to DUHS's or UToledo's own actions or omissions or those of their trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by DUHS or UToledo, or joint venturers while acting under this Agreement. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, UToledo agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement.
2. Insurance.
  - a. Home Institution will ensure that its Participants and Faculty obtain and maintain required comprehensive health insurance including medical evacuation and repatriation benefits when participating under this Agreement with minimum coverage as specified below in US dollars. Such insurance will provide worldwide coverage and may change depending based on government requirements.

Medical Expense (accident/sickness)—\$250,000 per incident  
Accidental Death/Dismemberment—\$10,000

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Emergency Medical Evacuation—\$250,000  
Repatriation of Remains—\$50,000

- b. Each party will provide Participants and Faculty with professional liability insurance coverage for claims which may arise as a result of the actions undertaken or performed, or failed to be undertaken or performed, by the Participants and Faculty under this Agreement at their institution. Such professional liability insurance will provide worldwide coverage for Participants and Faculty, provided that any claim and any legal proceeding is pursued within the United States of America.
  - c. Each party will provide to the other, upon request, certificates of insurance or other documents evidencing the required insurance coverage.
3. No agency. Nothing herein will be construed to create an agency relationship between the Home Institution and Host Institution, or any employment relationships between the institutions for any Faculty or staff member provided hereunder. The parties are independent contractors and no legal relationship is created by this Agreement.
  4. Compliance with laws. The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.
  5. Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of UToledo for the purpose of obtaining this or any other agreement or purchase order from UToledo and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
  6. Clery Act. UToledo Police Department is required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") to report specific crime information in certain circumstances. In the event that UToledo is required to report crime statistics on or around the campus of DUHS, DUHS agrees to provide the required crime statistics upon request.
  7. Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and will be deemed given when mailed postage prepaid by postal service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:  

To University:	The University of Toledo Attn: Dean, College of Medicine and Life Sciences 3000 Arlington Ave, MS#1018 Toledo, Ohio 43606
To DUHS:	The Registrar, Dow University of Health Sciences Baba-e-Urdu Road, Karachi, Pakistan
  8. Use of logos, etc. Neither the Home Institution nor the Host Institution may use any identifying marks of the other without the express written permission of the other party.
  9. Equal Opportunity. Both DUHS and UToledo subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, religion, sex, age, ancestry, national origin, sexual orientation, gender identity and expression, military or veteran status, the presence of a disability, genetic information, familial status, political affiliation and participation in protected activities.

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10. **Authoritative Version.** The English version of this Agreement will be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version will control.
11. **Severability.** If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement will be deemed severed from this Agreement and the validity of the remainder of this Agreement will not be affected thereby.
12. **Whole Agreement and Amendments.** This Agreement contains the entire agreement between the parties hereto and will not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
13. **Choice of law.** All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.


INTENDING TO BE BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement.

**THE UNIVERSITY OF TOLEDO**

**DOW UNIVERSITY OF HEALTH SCIENCES**

\_\_\_\_\_  
Christopher Cooper, M.D.  
Executive Vice President of Clinical Affairs,  
Dean College of Medicine and Life Sciences

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

  
\_\_\_\_\_  
Dr. Ashar Afaq  
Registrar  
Dow University of Health Sciences

Date: 15-03-2022.

