

**USE FOR
OUTGOING UCSF RESIDENTS AND FELLOWS (GME)
TO INTERNATIONAL INSTITUTIONS
FOR CLINICAL, RESEARCH AND/OR OBSERVERSHIP EXPERIENCE**

**LETTER OF AGREEMENT
BETWEEN
[REDACTED]
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This INTERNATIONAL TRAINING LETTER OF AGREEMENT ("LOA") is made and entered into by and between The Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine ("UCSF") located in San Francisco, California, USA and [REDACTED] located at [REDACTED] ("AFFILIATE"). UCSF® and AFFILIATE may be described singularly as a "Party" or together as "Parties" throughout this LOA.

RECITALS

UCSF School of Medicine offers educational programs for Residents and Fellows ("UCSF Residents and Fellows") that include clinical, research and/or observership experiences. In fulfilling its mission, UCSF is dedicated to the education of future healthcare professionals to help meet the rapidly changing scope and complexity of healthcare needs, both nationally and internationally.

UCSF desires to partner with international health-care institutions, health-care organizations, community providers and professional schools at which UCSF Residents and Fellows can obtain clinical, research, and/or observership experience for which they will receive UCSF credit towards program completion.

UCSF wishes to advance the clinical and/or research skills of UCSF Residents and Fellows and AFFILIATE wishes to provide clinical and research facilities which can be used to furnish such experience to UCSF Residents and Fellows and desires to have its facilities so used.

In consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

AGREEMENT

1. **TERM OF LOA.** The term of this LOA shall commence on the [REDACTED] day of [REDACTED], 20[REDACTED] and terminate on [REDACTED], 20[REDACTED] unless earlier terminated as provided in Section 5.

2. **UCSF Responsibilities.**

a. **Appropriate Paperwork:** Prior to each rotation by [REDACTED] (insert first and last name of Trainee) ("Trainee"), UCSF will require Trainee to complete the required AFFILIATE paperwork and will work with AFFILIATE to ensure paperwork is complete.

b. **Activities.** UCSF will require Trainee to perform all activities under a designated AFFILIATE supervisor. If engaging in clinical activities, UCSF acknowledges and understands that Trainee will only be permitted to practice medicine under the supervision of

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an AFFILIATE physician licensed to practice medicine in AFFILIATE's country and within the limits of UCSF's training program. The Program Letter of Agreement and Goals and Objectives Associated with this LOA is attached hereto and incorporated herein as **Exhibit A**.

c. Identification. UCSF will require Trainee to provide appropriate identification to AFFILIATE prior to the beginning of each rotation. UCSF will instruct Trainee that while on AFFILIATE's premises, Trainee will follow applicable AFFILIATE photo identification badge policies.

d. Personal Expenses. UCSF will advise Trainee that they are solely responsible for all personal expenses, including but not limited to, transportation, lodging, meals, and incidentals.

e. Dress. UCSF will require Trainee to dress in a business/professional manner, as appropriate to the AFFILIATE setting and in accordance with AFFILIATE policies.

f. Health Insurance and Salary. UCSF is responsible for providing Trainee's health insurance and salary.

g. Discipline. UCSF shall be responsible for the discipline of Trainee in accordance with UCSF's policies and procedures. AFFILIATE agrees to cooperate with UCSF in the investigation of facts which may serve as a basis for taking any disciplinary or academic action against any Trainee.

h. Health Prevention. UCSF shall be responsible for ensuring that each Trainee has access to evacuation insurance and a personal protection kit for use in the event of needlestick injury or exposure to blood or body fluids.

i. Emergency Contingency Plan. UCSF will maintain emergency contact information for both Parties and ensure that this information is available to each Trainee participating in the exchange. A copy of this information will be provided to the designated AFFILIATE Site Director.

3. AFFILIATE Responsibilities.

a. Site Director. The Site Director shall act as liaison with UCSF and shall communicate with UCSF as necessary on all matters related to Trainee. The Site Director will work with UCSF to establish mutually agreed upon requirements of the rotation prior to Trainee's rotation, will make sure the Trainee meets these requirements and will ensure the Trainee has reviewed the clinical, research and/or observership goals for the rotation if applicable. AFFILIATE will provide an appropriate experience for Trainee based on the communicated level of the Trainee's education, ability, and training. Supervision and teaching of Trainee will be in accordance with ACGME requirements and all applicable policies and regulations.

b. Accreditation Requirements. Where appropriate, AFFILIATE will be in compliance with ACGME requirements.

c. Staff and Facilities. AFFILIATE will maintain adequate staff and facilities at its site to meet the educational goals and objectives of each rotation.

d. Evaluation of Trainee. At the completion of the rotation, AFFILIATE shall provide to UCSF, if requested, adequate information to allow for UCSF to properly evaluate each Trainee's performance during the rotation and determine if the rotation has fulfilled the requirements for the Trainee to receive credit towards program completion.

e. Health Insurance. AFFILIATE shall not be responsible for the cost of Trainees' health insurance or for any medical care costs incurred for the medical treatment of Trainee.

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Notwithstanding the foregoing, AFFILIATE will provide Trainee first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needlestick injury to or other exposure of Trainee to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") or the community's standard of care. In the event of a work-related injury, AFFILIATE will notify UCSF within 24 hours of the injury and coordinate follow-up care and transportation back to San Francisco as needed.

4. TERMINATION.

a. Rotation. AFFILIATE shall have the right, for good cause and after consultation with UCSF, to prohibit further attendance at AFFILIATE of specified Trainee.

b. LOA. Notwithstanding any other provision to the contrary, either Party to this LOA may terminate it at any time, with or without cause, by providing written notice to the other Party, provided that the Parties shall, in any event of termination under this section, cooperate to ensure that rotations then in place are terminated in a manner that is not likely to affect current Trainees.

5. INSURANCE.

a. General Liability Insurance. Each Party represents and warrants that it maintains comprehensive general liability insurance (or an equivalent self-insured program) and any additional coverage required by law sufficient for the purpose of carrying out the duties and obligations arising under this LOA. Each Party will furnish to the other a certificate evidencing such insurance upon written request.

b. Professional Liability Insurance. UCSF represents and warrants that it maintains comprehensive professional liability insurance for Trainee and UCSF employees. AFFILIATE represents and warrants that it maintains comprehensive professional liability insurance for AFFILIATE faculty including, but not limited to, supervising physicians. Each Party will furnish to the other a certificate evidencing such insurance upon written request.

6. INDEMNIFICATION.

a. By UCSF. UCSF shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this LOA but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSF, its officers, employees, Trainee or agents.

b. By AFFILIATE. AFFILIATE shall defend, indemnify and hold UCSF, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this LOA but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

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7. MISCELLANEOUS.

a. Disclosure, Inventorship, and Ownership. AFFILIATE and UCSF shall promptly disclose to each other, in the form of a written, confidential invention disclosure, any potentially patentable discoveries or inventions conceived and reduced to practice during and related to the rotation. Inventorship shall be determined according to the patent laws of the country in which a patent application is filed. Inventorship will be determined according to patent law and ownership will vest in the Party to whom the inventor has an obligation to assign IP rights. Each Party shall own its undivided interest in joint inventions; each Party shall solely own its sole inventions.

b. Notices. Any notice given pursuant to this LOA will be written and sent to the following office address or email address with a read receipt:

UCSF

The Regents of the University of California
c/o School of Medicine, Graduate Medical Education Office
Associate Dean for Graduate Medical Education
University of California, San Francisco
500 Parnassus Ave, MU 250 East
San Francisco, CA 94143-0474
Contact: NicholsHA@medsch.ucsf.edu

AFFILIATE

[Insert address]

c. Use of Name. Neither Party will use the name of the other or its employees, either expressly or by implication, in any publicity, solicitation, or advertisement without the express written approval of the other Party to this LOA.

d. No Third-Party Beneficiaries. This LOA is not intended and shall not be construed to create any rights for any third party.

e. Amendments. No amendment, changes to or waivers or termination of this LOA shall be effective unless made in writing and signed and delivered by authorized representatives of the two institutions.

f. Execution: Counterparts and Authority. This LOA may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Each Party represents that it is free to enter into this LOA and to perform each of the terms and conditions of the LOA.

8. ENTIRE AGREEMENT. This LOA embodies the understanding and agreement between the two institutions with respect to the subject matter contained herein, and any prior or contemporaneous representations, either oral or written are hereby superseded. Notwithstanding the foregoing, it is not intended by the Parties that this LOA supersede any

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other written agreement entered into between The Regents of the University of California and AFFILIATE unless expressly stated herein.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature: _____

Print Name: Robert B. Baron, M.D.

Title: Associate Dean for Graduate and Continuing Medical Education

Date: _____

AFFILIATE

Signature: _____

Print Name: _____

Title: _____

Date: _____

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**EXHIBIT A
Program Letter of Agreement and Goals and Objectives**