



UNIVERSITY OF MINNESOTA

INTERNATIONAL MASTER AGREEMENT
OF INSTITUTIONAL AND PROGRAM AFFILIATION FOR THE EXCHANGE OF
STUDENTS, RESIDENTS, FELLOWS, FACULTY AND STAFF

between

Regents of the University of Minnesota ("University of Minnesota")
Minneapolis, Minnesota, United States of America

and

Chiang Mai University ("CMU")
Chiang Mai, Thailand

THIS INTERNATIONAL MASTER AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION FOR THE EXCHANGE OF STUDENTS, RESIDENTS, FELLOWS, FACULTY AND STAFF ("Master Agreement"), entered into by and between University of Minnesota and CMU, is effective May 1, 2016 through April 30, 2021. University of Minnesota and CMU may be individually or collectively referred to as "**University**" or "**Universities**".

WHEREAS, University of Minnesota and CMU, sharing common goals of education, wish to strengthen scholarship, teaching, learning and research through the exchange of students, residents, fellows, faculty and staff; and

WHEREAS, University of Minnesota and CMU wish to broaden the educational backgrounds of their students, residents, fellows, faculty and staff by providing them the opportunities to (a) study in a different culture, (b) pursue academic work not available at their home institutions, and (c) enhance their domestic learning environments by increasing the international dimensions of their home university's student body; and

WHEREAS, University of Minnesota and CMU wish to build links that can foster future exchange of scholarship, teaching, learning and research as their students, residents, fellows, faculty and staff continue on to become teachers and leaders in their home institutions.

NOW, THEREFORE, University of Minnesota and CMU agree to the terms and conditions set forth below.

1. GENERAL DESCRIPTION OF AFFILIATION

1.1 Purpose of Master Agreement/Types of Collaboration Covered. With this Master Agreement, University of Minnesota and CMU establish a program of education and training which may require University of Minnesota and CMU facilities, equipment, services and personnel appropriate for the exchange of certain students, residents, fellows, faculty and staff. Under this Master Agreement, other types of cooperation may include collaborative research projects, exchange of publications, reports or other academic information, collaborative professional development or other activities as mutually agreed; *provided, however*, that any joint research projects or collaborations proposed to be developed or implemented under this Master Agreement which impose a financial obligation on either University, shall require a separate subsequent agreement as set forth in Section 5 of this Master Agreement.

1.2 University Programs/Campuses Covered. This Master Agreement applies to all programs and campuses of the Universities, their students, residents and fellows enrolled in educational programs at their home institutions, and the Universities' faculty and staff. For purposes of this Master Agreement, the Universities' students, residents and fellows are collectively referred to as "**Students**" and the Universities' faculty and staff are collectively referred to as "**Faculty**".

1.3 Program Letters of Agreement/Appointment of Liaisons Required for Faculty and Student Exchanges.

- (a) Program Letters Agreement. As Faculty and Student educational experiences are established and implemented from time-to-time under this Master Agreement by and between specific departments/programs within the Universities, such University departments/programs ("**University Program(s)**") shall enter into a Program Letter of Agreement ("**PLA**") for the purpose of memorializing the details of each such University Program-specific educational experience. The form of PLA to be used shall be agreed upon between the University Programs, as the content will depend on programmatic needs. In the event of a conflict between a PLA and this Master Agreement, this Master Agreement shall prevail.
- (b) Appointment of Liaisons. University Programs entering into a PLA pursuant to Section 1.3 (a) above will each identify a person or persons responsible for liaison during the term of the PLA ("**University Program Liaisons**"). University Program Liaisons will be responsible for jointly planning for Faculty and Student participation under this Agreement including, but not limited to:
 - i. coordination and facilitation of Student and Faculty exchanges, including eligibility requirements and Student training;
 - ii. selection, assignment and orientation of Students and Faculty;
 - iii. periodic review and preparation of objectives for the instructional program;
 - iv. communication regarding code of conduct and process for handling of violations, which process shall comply with Section 2.8 of this Master Agreement;
 - v. evaluation of Student and Faculty performances; and

- vi. periodic review of program costs and payments, including development of budgets, if required, all of which shall be in compliance with Section 5 of this Master Agreement.

1.4 Periodic Review of Master Agreement. The Universities, and their respective University Programs that have entered into a PLA under this Master Agreement, shall communicate with each other periodically to review the operations and effectiveness of this Master Agreement and to ensure it meets with applicable curriculum requirements as well as standards of its accrediting agencies.

1.5 Contact Information. For questions related to specific educational experiences of Faculty and/or Students for which a PLA was entered into between University Programs, please contact University Program Liaisons named in the PLA. For general questions related to this Master Agreement, please contact:

CMU:

Chiang Mai University
Attn: Ms. Worluck Suteerawantana
Director, International Relations Division
239 Huay Kaew Rd.,
Muang, Chiang Mai 50200
THAILAND
Phone: 66 6394 3663
E-mail: irdcmu@gmail.com

University of Minnesota:

University of Minnesota
Attn: Debra Olson, DNP, MPH
Executive Director, Center for Global
Health and Social Responsibility
C311 Mayo Memorial Bldg., MMC 329
420 Delaware Street SE
Minneapolis, MN 55455
USA
Phone: 00-1-612-625-0476
E-mail: olson002@umn.edu

2. STUDENT PARTICIPATION (ALL STUDENTS): RESPONSIBILITIES OF UNIVERSITIES. The following provisions apply for all Students participating in educational experiences under this Master Agreement. Additional responsibilities are required of the Universities for Students whose disciplines are within the Health Sciences and are set forth in Section 3 below.

2.1 Students Accepted for Participation. University Program Liaisons shall nominate qualified Students from its respective University Program for participation under this Master Agreement. For Students enrolling in a host University Program, final acceptance of such Students shall be determined by the host University Program according to its admission policies governing such Students.

2.2 Number of Students/Length of Participation. The number of Students participating shall be set out in the PLA between the University Programs. No such Student participation shall exceed one (1) academic year unless otherwise agreed to by the University Program Liaisons and set out in the PLA entered into between the University Programs.

2.3 Special Needs. University Program Liaisons will notify each other as soon in the process as possible of any special needs of participating Students (i.e., documented disability unless Student discloses, disciplinary action, etc.) to allow for appropriate advising and

counseling of Students regarding its University Program and to facilitate making arrangements at host University when possible.

2.4 Country Admission/Visa Requirements. The host University Program will inform incoming Students participating in a training experience under this Agreement, of its country's current admission requirements and provide such Students with the documents needed. All fees associated with obtaining a visa are the responsibility of the Students.

2.5 Orientation of Students. The host University Program will provide orientation to Students and will take reasonable steps to ensure the integration of Students into the academic environment. Such orientation shall include, but is not limited to, providing information concerning host University's policies on academic responsibilities and standards of conduct, as well as any known, abnormally dangerous conditions on the premises or in the city/country, such as the threat of crime, civil unrest, disease or terrorism.

2.6 Student Achievement. The host University Program will describe the content of its program and type of work and achievement each Student has completed during her/his stay at host University. University Programs entering into a PLA under this Master Agreement must agree in writing and in advance of the Student's participation, on accreditation for any examinations to be taken by Students during their participation. As set forth in Section 3.1, each University shall have full responsibility and sole discretion for final evaluation of the performance of each of its Students while training at the host University.

2.7 Student Hospitalization/Medical Insurance. Universities, through their respective University Programs entering into a PLA, shall require that its respective Students carry adequate hospitalization and medical insurance, including medical evacuation and repatriation benefits. Neither CMU nor University of Minnesota is responsible for hospitalization or medical costs incurred by Students during this affiliation.

2.8 Suspension/Termination of Student Participation. University Programs each have the authority to suspend or terminate participation of its Students for academic deficiencies or behavioral violations, subject to certain procedures afforded to the Students. University Program Liaisons will consult with each other before suspending a Student, except where consultation is not reasonably possible under the circumstances.

2.9 Status of Students. Undergraduate students (including undergraduate medical and dental students), graduate students and professional students are participants in an educational program and, for purposes of this Master Agreement, shall not be considered employees of either University. Neither University of Minnesota nor CMU is responsible for payment of workers' compensation insurance benefits for undergraduate (including undergraduate medical students), graduate or professional students. Pursuant to Minnesota law, however, University of Minnesota medical residents and fellows are covered under University of Minnesota's workers' compensation insurance program.

2.10 Crisis/Evacuation. Each University Program Liaison agrees to inform the other of any crisis or emergency related to the Students including, but not limited to, the need to evacuate Students.

3. HEALTH SCIENCES STUDENT PARTICIPATION: ADDITIONAL RESPONSIBILITIES OF UNIVERSITIES. In addition to the provisions set forth in Section 2 above, the following provisions are required for Students whose disciplines are within the Health Sciences. Note: While provisions in this Section 3 apply in the U.S., it is understood certain provisions may not apply in Thailand, and may require discussion.

3.1 Responsibility for Students' General Educational Experience. Each University Program entering into a PLA shall assume overall responsibility for the general educational experience of its Students assigned to the host University Program, including:

- (a) determination of educational goals and objectives for Students;
- (b) establishing prerequisite criteria for placement of Students at the host University;
- (c) determination of completion of the assignment;
- (d) provision of information regarding dates for instruction and forecasts of the numbers of participating Students;
- (e) final evaluation of Students' performance; and
- (f) if CMU staff members who participate in training of University of Minnesota Students are to be appointed to the faculty of the University of Minnesota, then CMU staff members shall be appointed in accord with the policy of the University of Minnesota in effect at the time of appointment. If University of Minnesota staff members who participate in training of CMU Students are to be appointed to the faculty of CMU, then University of Minnesota faculty members shall be appointed in accord with the policy of the CMU in effect at the time of appointment.

3.2 Immunizations Required. Students who provide direct patient care or interact with staff in patient areas will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the Student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

3.3 Background Studies. Universities agree, for the safety of its patients, that, at the request of the University Programs entering into a PLA, such University Programs may require their respective Students who have direct contact with patients, to undergo certain screening processes required by their respective University to ensure that such Students do not have mistreatment backgrounds or criminal records.

3.4 Applicable Laws, Rules and Regulations. Universities agree to comply with applicable federal, state and local laws, rules and regulations including Title 45, Parts 160-164 of the (United States) Code of Federal Regulations ("HIPAA"). Universities agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other University for any purpose, the receiving University, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Master Agreement or state and federal law. Universities shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

3.5 Instruction on Confidentiality/Blood-borne Pathogens. University Programs entering into a PLA will each certify that its Students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning a clinical program.

3.6 Responsibility for Patients. Each CMU and University of Minnesota shall assume full responsibility for the care and welfare of its respective patients and/or clients.

3.7 Provision of Equipment/Facilities. Each University, through their respective University Programs entering into a PLA, agrees to provide educational experience opportunities for Students in patient care areas, service departments or other selected areas. In this regard, each University Program will provide the equipment, facilities, supplies and services for Students assigned to the other University Program necessary to meet the objectives of the educational experience.

3.8 Teaching/Supervising/Evaluating Students. University Program staff members, and/or University Program staff members with faculty appointments at the host University, have responsibility for teaching, supervising and evaluating the performance of Students participating at the host University pursuant to a PLA under this Master Agreement. Such University Program staff members agree to provide the home University Program with written evaluations of the performance of the participating Students.

3.9 Policies/Procedures. Each University Program entering into a PLA agrees to identify and provide the other University Program with current copies of any policies and procedures that will apply to the participating Students. Students shall be required to comply with the host University's applicable policies, procedures, rules and guidelines.

3.10 Emergency Medical Care. Each University agrees to render the same emergency medical care to the other University's Students that it provides for its employees in the event of an accident or sudden illness that occurs at the host University's site during the course of a Student's experience under this Master Agreement. As set forth above, neither University is responsible for hospitalization or medical costs incurred by the Students.

3.11 Professional Learning Environment. CMU and University of Minnesota are committed to fostering a professional learning environment and, through their respective University Program Liaisons, shall see that appropriate canons of professional behavior are maintained in the educational settings so as to promote the development of appropriate professional attributes in Students.

4. FACULTY MEMBER PARTICIPATION: RESPONSIBILITIES OF UNIVERSITIES

4.1 Process. The process for establishing Faculty exchanges under this Master Agreement shall be in compliance with each University's applicable policies and procedures, including policies for faculty appointments.

4.2 Mutual Agreement. Each University Program shall nominate its respective Faculty for participation, but final approval shall be based on mutual agreement of the University Programs.

4.3 Length of Participation. The period of time each Faculty participates may vary depending upon the goals and shall be mutually agreed upon.

4.4 Employees of Home University. Each University shall continue to employ their respective Faculty and be responsible for providing salary and benefits, including insurance, during the period of participation under this Master Agreement.

4.5 Provision of Equipment/Facilities/Assistance. The host University Program shall provide office space, access to laboratories, clinical programs and research-related facilities, as appropriate, as well as computing and normal administrative assistance for Faculty. Regular office supplies and mail, email, scanning and facsimile privileges available to the host University Program faculty shall be extended to the visiting University Program Faculty.

4.6 Visiting Faculty/No Teaching Responsibilities. Each University will welcome each other's visiting Faculty who wish to spend sabbatical leaves and/or pursue their own research without incurring teaching responsibilities. Host University will assume no financial obligation for the visiting University Faculty unless otherwise agreed to in writing, but will assist where possible, by providing office space, library privileges, use of its facilities and information regarding insurance options, housing and travel.

5. JOINT RESEARCH/OTHER PROJECTS: SUBSEQUENT AGREEMENTS REQUIRED. In the event a joint research project is proposed by either University, the Universities agree that any such research, and/or other projects proposed to be developed or implemented under this Master Agreement which imposes a financial obligation on either University, shall require a separate, individual written agreement. Such subsequent agreements shall set out the details of the conditions and understanding of the Universities for each such proposed project and shall be developed in collaboration with appropriate University authorities.

6. EXCHANGE OF PUBLICATIONS. The Universities agree to the exchange of publications such as books, academic journals and other official publications and research information generated by either University in connection with this Master Agreement.

7. INTELLECTUAL PROPERTY. Should any collaboration under this Master Agreement result in any potential for intellectual property, the Universities shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Universities. Intellectual property matters shall be governed by the applicable laws of each University's country.

8. LIABILITY INSURANCE AND INDEMNITY

8.1 University of Minnesota Insurance. University of Minnesota shall maintain professional and general liability insurance in minimum amounts of US\$1,000,000 for each claim/US\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University of Minnesota Students for activities performed within the course and

scope of their duties under this Master Agreement. Upon request, University of Minnesota will provide to CMU a certificate of insurance evidencing such coverage.

8.2 University of Minnesota Indemnity. University of Minnesota agrees to defend, hold harmless, and indemnify CMU, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University of Minnesota, its employees, agents, or representatives (including University of Minnesota Students) during the performance of its obligations under this Master Agreement. University of Minnesota's liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. § 3.736, as amended.

8.3 Responsibilities. Each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party and the results thereof.

8.4 CMU Indemnity. CMU agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of CMU, its employees, agents, or representatives (including CMU Students), during the performance of its obligations under this Master Agreement.

9. OTHER TERMS

9.1 Financial Terms. It is specifically agreed that neither University shall be responsible for costs or expenditures incurred by the other in the conduct of this Master Agreement, except as expressly provided for in a PLA or subsequent agreement required pursuant to Section 5.

9.2 Termination. This Master Agreement may be terminated by either University upon at least six (6) months' written notice to the other University, *provided, however*, Students satisfactorily participating in an educational experience at the host University at the time a notice of termination is given shall be permitted to complete their training under the terms of this Master Agreement.

9.3 Post-termination Obligations. The termination of this Master Agreement for any reason shall not relieve either University of any obligation pursuant to this Master Agreement which arose on or before the date of termination, and the provisions in this Master Agreement which, by their terms, extend beyond termination or expiration of this Master Agreement, shall survive and continue in full force and effect after the expiration or termination of this Master Agreement. In addition, upon the termination of this Master Agreement for any reason, the Universities shall discuss and agree upon the disposition of all active joint research agreements or other subsequent agreements entered into under this Master Agreement pursuant to Section 5.

9.4 Notices. All notices, requests and other communications that a University is required or elects to deliver under this Master Agreement shall be in writing and shall be delivered personally, or electronically (provided such delivery is confirmed), or by a recognized overnight courier service or by mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other University at its address set forth below or to such other address as such University may designate by notice given pursuant to this section.

If to CMU, to:

Chiang Mai University
Attn: Vice President for International
Relations and Alumni Affairs
239 Huay Kaew Rd., Suthep, Muang,
Chiang Mai 50200
THAILAND
Facsimile: 66 5394 2670

with a copy to (which does not constitute
notice):

Chiang Mai University
Attn: International Relations Division
239 Huay Kaew Rd., Suthep, Muang,
Chiang Mai 50200
THAILAND
Facsimile: 66 5394 2670

If to University of Minnesota, to:

University of Minnesota
Academic Health Center
Attn: Dean of the Medical School/
Vice President for Health Sciences
420 Delaware Street S.E., MMC 501
Minneapolis, MN 55455
USA
Facsimile: 00-1-612-626-2111

with a copy to (which does not constitute
notice):

University of Minnesota
Attn: Academic Health Center Counsel
420 Delaware Street S.E., MMC 501
Minneapolis, MN 55455
USA
Facsimile: 00-1-612-626-2111

9.5 Use of Names, Logos and Marks. The Universities agree not to use the name, logo or any other marks (including, but not limited to, colors and music) owned by, or associated with, the other University, or the name of any representative of the other University, in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the other University in each instance.

9.6 Non-Discrimination. Neither University shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Master Agreement.

9.7 Independent Contractor. Nothing in this Master Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the Universities, nor shall either University, its employees, agents, Students or representatives be considered employees, agents or representatives of the other University.

9.8 Delays/Failure to Perform. Neither University shall be responsible for any delays or failures to perform obligations under this Master Agreement due to causes beyond their reasonable control including, but not limited to, health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities

beyond the control of the Universities. Notwithstanding the foregoing, the Universities agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform with the goal of achieving, to the extent possible, the objectives of this Master Agreement.

9.9 Effect of Prior Agreements. This Master Agreement shall not rescind any affiliation agreement(s) currently in effect which have been entered into between University Programs that are the subject of this Master Agreement. This Master Agreement and any such University Program-level affiliation agreements constitute the entire agreement between the parties with respect to the subject matter and no contemporaneous agreement, written or oral, will be effective to vary their terms. Universities agree that once any such University Program-level affiliation agreement expires, and the University Programs wish to continue the educational experience program, the University Programs will facilitate and execute a PLA under this Master Agreement. To the extent that a University Program-level affiliation agreement conflicts with the terms of this Master Agreement, the terms of this Master Agreement shall prevail.

9.10 Amendments. This Master Agreement may be amended only by the mutual written consent of the signatories to this Master Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, each individual signing below hereby represents and warrants that she/he is duly authorized to execute and deliver this Master Agreement on behalf of her/his respective party.

CHIANG MAI UNIVERSITY

By: N. Nantachit
Name: Niwes Nantachit, M.D.
Title: President
Date: 26 April 2016

By: Rome Chirakrom
Name: Rome Chiranukrom
Title: Vice President for International Relations and Alumni Affairs
Date: 26 April 2016

By: Dr. Khwanchai Kreausukon
Name: Asst. Prof. Dr. Khwanchai Kreausukon
Title: Dean of the Faculty of Veterinary Medicine
Date: 26 April 2016

REGENTS OF THE UNIVERSITY OF MINNESOTA

By: Eric W. Kaler
Name: Eric W. Kaler
Title: President
Date: 26 April 2016

By: Meredith M. McQuaid
Name: Meredith M. McQuaid
Title: Associate Vice President and Dean of International Programs
Date: 4/26/16

By: Brooks Jackson
Name: Brooks Jackson, M.D.
Title: Dean of the Medical School Vice President for Health Sciences
Date: 4/26/16