

**INTERNATIONAL STUDENT
EDUCATION AFFILIATION AGREEMENT
COLLEGE OF MEDICINE**

This Education Affiliation Agreement ("Agreement") is entered into on 4 September 2024 (the "Effective Date") between Chiang Mai University, Faculty of Medicine, located in Chiang Mai, Thailand (hereinafter referred to as the "Institution") and The Ohio State University on behalf of its College of Medicine, located in Columbus, OH (hereinafter referred to as "OSU") to establish an international education affiliation agreement for medical students (hereinafter referred to as "students or Students"). OSU and the Institution are individually referred to herein as "Party" and collectively referred to herein as "Parties".

WHEREAS, Institution has established an education program and desires classroom and observation of clinical experience for students under the instruction and supervision of OSU staff ("Leaming Experience"); and

WHEREAS, OSU desires to make itself available for student's in the Institution's program and has the clinical setting and equipment needed for the Leaming Experience; and

The parties in consideration of the terms and conditions set forth herein agree as follows:

1. **Joint Responsibilities. The Institution and OSU shall:**

- 1.1 Establish the number of students in the Leaming Experience, dates of the Leaming Experience and any additional requirements for students participating in the Leaming Experience.
- 1.2 Not discriminate against any student on the basis of race, color, religion or creed, national origin or ancestry, sex (including gender, pregnancy, sexual orientation, and gender identity), age, disability, veteran status, genetic information, and citizenship, in accordance with applicable state and federal law.
- 1.3 Notify the other party of any claims regarding the student's participation in the Leaming Experience, any claims asserted by any person, which arises out of this Agreement or any activity carried out under this Agreement. Institution and the OSU will cooperate with each other in defense of any claims.
- 1.4 Understand that this Agreement is nonexclusive and that the parties reserve the right to enter into similar agreements with other institutions.
- 1.5 Not consider students to be employees or agents of OSU.
- 1.6 Designate individuals who will be responsible for coordinating the Leaming Experience.
- 1.7 Provide adequate orientation time for students new to OSU.
- 1.8 If applicable, comply with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) regarding the use and disclosure of student education records.
- 1.9 Understand that neither party to this Agreement may assign this Agreement without prior written consent of the other party.

2. Responsibilities of Institution

- 2.1 Institution shall retain ultimate responsibility for the students' grades, evaluations and discipline.
- 2.2 Institution shall assign to the Learning Experience at OSU only those students who are in good academic standing, possess the basic skills, professional ethics, attitude, and behavior to participate in the Learning Experience and have satisfactorily completed their core (junior level) clerkships (Family Medicine, OB/Gyn, Pediatrics, Psychiatry, Internal Medicine, Surgery).
- 2.3 Institution shall ensure that the students have an adequate level of English language competency. OSU will arrange a call with students, prior to the Learning Experience, to confirm language competency.
- 2.4 Institution will provide and maintain records and reports necessary for conducting the students' Learning Experience.
- 2.5 Institution will provide OSU with a description of its education program, curriculum and objectives to be achieved at OSU. The learning objectives for Institution students will be mutually agreed upon by Institution and OSU.
- 2.6 Institution shall ensure that prior to the start of the student's participation in the Learning Experience at OSU that the student:
 - is eighteen years or older;
 - has a current visa **(Evidence of Such Must be provided to OSU);**
 - has US health insurance for the duration of the Learning Experience **(Evidence of Such Must be provided to OSU)**
 - has current Advanced Cardiovascular Life Support (ACLS) training **(Proof of Certification must be provided to OSU);**
 - has passed a criminal background check **(Evidence of Such Must be provided to OSU);**
 - has completed a 7-panel toxicology screening (dated within the last 12 months) for Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, and THC **(Proof of Completion of 7-panel drug screen must be provided to OSU).**
 - has the following immunization/vaccination **(Evidence of Such Must be provided to OSU):**
 1. COVID-19;
 2. hepatitis B;
 3. Flu (Influenza);
 4. Tdap (Tetanus, Diphtheria, Pertussis);
 6. MMR (Measles, Mumps, and Rubella),
 7. current (within one year) negative PPD Tuberculosis test (Mantoux preferred) or Interferon Gamma Release Assay (IGRA) such as QuantiFERON-TB (QFT), if a positive PPD history or IGRA, an evaluation by a physician is required;
 8. documentation of two part Varicella immunization series or laboratory verification of immune status (IgG) is required;
 9. any other immunization/vaccination or health requirements of the OSU.

- 2.7 Institution will withdraw a student from placement at OSU if after consultation with OSU personnel OSU determines such action to be warranted. The OSU shall have the final say in the student's continued participation in Learning Experience at the OSU.
- 2.8 Institution shall furnish proof that the Institution, its students and faculty (if applicable) are covered under a professional liability insurance policy for their acts at the OSU. Such coverage shall be at least \$1,000,000.00 (One Million Dollars) per occurrence or claim and \$3,000,000.00 (Three Million Dollars) in annual aggregate. If the insurance coverage for either the School or student is claims-made, an extended reporting period or "tail" coverage must be provided for three (3) years after last date of participation under this agreement or termination of this agreement, whichever is later.
- 2.9 Institution shall report to OSU any change in the approval or accreditation of the Institution or its program.

3. **Responsibilities of OSU**

- 3.1 OSU shall provide a supervised Learning Experience for students in accordance with the mutually agreed upon learning objectives. Upon request of the Institution, OSU shall participate in the student performance report/evaluation process. Institution shall be responsible for providing any such forms.
- 3.2 Institution students will not replace OSU staff. OSU maintains responsibility for patient care. Students will be subject to OSU's rules related to the Learning Experience.
- 3.3 OSU will designate appropriate personnel to coordinate the students' Learning Experience or serve as a liaison to the Institution as appropriate.
- 3.4 OSU will provide orientation for students to include, but not limited to, training on its policy and procedures including HIPAA, training (if applicable) on electronic medical records (EMR), adequate conference room facilities, and parking (at prevailing rates), when such facilities are available. Students are not allowed to document in patient records.
- 3.5 OSU shall provide an identification badge for students
- 3.6 OSU will assist students with obtaining access to emergency care in case of illness or accident while participating in the Learning Experience at OSU. OSU is not responsible for the cost of any care provided to students. Students are responsible for all cost of emergency or medical treatment.
- 3.7 OSU shall maintain the following type of insurance or self-insurance for itself and medical students:
 - a. Commercial General Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - b. Professional Liability:
 - i. \$1,000,000 Each Claim
 - ii. \$3,000,000 Annual Aggregate

Coverage is provided on a claims-made basis, with an extended reporting period or "tail" coverage provided for three (3) years after last date of the Agreement or termination of this agreement, whichever is later.

OSU, upon request, shall provide proof of insurance coverage listed above.

4. **Confidentiality of Patient Information**

OSU shall have custody and control of all patient identifiable health information ("PHI"). All patient records, films, referring physician correspondence, hospital charts, billing records, reports, insurance records, and any other document containing any PHI is confidential information utilized for purposes of providing treatment to patients. The Institution shall advise students and faculty that they must maintain the confidentiality of all OSU PHI. All PHI is to be held in confidence and no copies of PHI shall be made. Neither students nor faculty shall incorporate PHI in any papers, reports or case studies without first obtaining the permission of OSU and the patient, in accordance with the patient confidentiality policies and procedures of OSU. Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164 ("Privacy Rule") students are considered "Trainees" and are therefore viewed as part of OSU's workforce for purposes of HIPAA only. Students as trainees must adhere to all protective measures regarding PHI and will have the same expectations and responsibility for protecting PHI as OSU staff. Students and the Institution agree to keep all PHI confidential and to comply with applicable federal and state laws, rules and regulations regarding patient confidentiality. No Patient Information may be disclosed or used by the Institution, student or Institution faculty other than in conjunction with Learning Experience and as authorized by OSU. The provisions of this section shall survive the termination of this Agreement.

5. **Term and Modification**

- 5.1 This Agreement shall commence on the Effective Date and terminate on **4 September 2029**. Either party shall have the right to terminate this Agreement with 30 (Thirty) day written notice of the intent to terminate. Students currently assigned to the Learning Experience at the time of termination shall be allowed to complete their education experience under the terms of this Agreement.
- 5.2 This Agreement may only be modified or amended by mutual written agreement of the parties, signed by the parties' duly authorized representatives. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, and representations relating to the subject matter of this Agreement between the Institution and OSU.

6. Notice

Any notices required or desired to be given to the parties shall be deemed given when deposited in the United States mail, certified mail, return receipt requested, at the addresses listed below, or at such other address as the parties may, from time to time, notify the other parties of in writing;

The Institution: Chiang Mai University
Faculty of Medicine
110 Intawaroros Road, Si Phum, Muang
Mueang Chiang Mai District
Chiang Mai 50200, Thailand
Attn: Ms.Kanokwan Srisongmueang, Student Affairs Unit
kanokwan.sri@cmu.ac.th

Copy to:
International Relations Office
Email: frmedcmu@cmu.ac.th

OSU: The Ohio State University College of Medicine
370 W. 9th St., Columbus, Ohio 43210
Attn: Vice Dean for Medical Education

Copy to:
Office of Legal Affairs
200 Meiling Hall
370 W. 9th Avenue
Columbus, Ohio 43210
Attn: Senior Associate Vice President and Deputy General Counsel

7. Dispute Resolution

Any dispute, controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, which cannot be settled between the parties shall be referred to a committee consisting of two (2) individuals designat_{ed} by OSU, and two (2) individuals designat_{ed} by the Institution. The parties shall negotiate in good faith and endeavor to reach a mutually satisfying resolution within a reasonable period of time. Each such designat_{ion} may be changed by the designat_{ing} party from time to time and may be either by name or ex-officio.

8. **Governing Law**

This Agreement shall be governed by and construed under Ohio laws. Any litigation arising out of or relating to this Agreement shall be brought only in an appropriate court of the State of Ohio.

TO SHOW THEIR AGREEMENT, the undersigned have executed this Agreement to be effective as of the Effective Date set forth in the Agreement.

THE OHIO STATE UNIVERSITY

CHIANG MAI UNIVERSITY

Signed by:

Carol Bradford

11/22/2024

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Bannakij Lojanapiwat

Carol R. Bradford

Professor Bannakij Lojanapiwat, M.D.

Dean, College of Medicine;
Vice President for Health Sciences

Distinguished Professor and Dean
Faculty of Medicine

Michael Papadakis

Michael Papadakis

Senior Vice President of Business and
Finance & Chief Financial Officer