AGREEMENT

THIS AGREEMENT, by and between THE BOARD OF REGENTS OF THE STATE OF KANSAS (hereinafter "Board"), 1000 S.W. Jackson, Suite 520, Topeka, Kansas 66612-1368, USA and CHRISTIAN MEDICAL COLLEGE (hereinafter CMC), Vellore, India.

WITNESSETH:

WHEREAS, the BOARD is authorized by Kansas Statues Annotated 74-3221 to enter into reciprocal agreements with the governing boards of colleges and universities of other countries for purposes of and relation to the exchange of students and faculty/lecturing staff; and

WHEREAS, the parties hereto are mutually desirous of entering into such an agreement with relation to students of the University of Kansas including those of the University of Kansas Medical Center (hereinafter KANSAS) and CMC.

WHEREAS, the parties agree that it is to their mutual benefit and interest to set forth the terms of their understanding and agreement in writing;

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties heretofore set forth, and for other good and valuable consideration it is hereby agreed by and between the parties hereto:

ARTICLE 1: STUDENT EXCHANGES

1) That participating students from both institutions shall pay tuition fees to their home institution and then study at the other institution without further charges for tuition. That students from CMC shall pay registration fees to KANSAS not to exceed $200 (US).

2) That the number of participants in the exchange shall be determined by mutual agreement between KANSAS and CMC each year. That the number shall be determined by the number of qualified applicants from CMC to KANSAS (see Requirements, appended) and the availability of adequate faculty/lecturing staff, laboratory space, and mentors in specific clinics at KANSAS. That the specific module dates available to CMC students shall be determined by availability of housing in the International House, KANSAS.

3) Participating students will be selected by their home institutions on the basis of the following criteria which shall generally apply but may be deviated from in appropriate cases. Thus, the students must:
a. be citizens or permanent residents of the country of the home institution.

b. have completed at least one year full time student in the program in which they are registered and must remain registered in this same program during their stay at the host institution.

c. have a command of the language of the host institution.

d. have a good to excellent academic record.

e. meet all specific requirements set down by the home institution and host institution.

4) That each institution, conforming to the requirements of the host institution, shall assume full responsibility in the assessment and selection of qualified candidates, subject to final approval by the host institution.

5) That each institution warrants that official transcripts or written assessments of the students’ completed work will be sent to the students’ home institution in a prompt and timely manner.

6) That all exchange students shall be subject to the same academic regulations as pertain to regularly enrolled students at the receiving institution.

7) That each institution will require that visiting students show evidence that they are covered by personal health and medical evacuation and repatriation insurance while participating in the student exchange.

8) That each institution guarantees that students will work under responsibility/supervision of the staff member, and, in the case of clerkship, students will work under supervision by staff clinicians. Students are not allowed to “practice medicine” independent of a licensed physician of the host university.

9) Professional liability insurance

a) That when a senior medical student from CMC is accepted and registered as a student at KUMC, she/he will be insured under the Kansas Tort Claims Act for $500,000. This is the same coverage as for KUMC medical students. That when a nursing or allied health student from CMC is accepted and registered at KUMC, she/he will be covered by a commercial professional liability insurance policy for $1,000,000/$3,000,000 ($1,000,000 for each occurrence and $3,000,000 total for all claims per year). This is the same coverage as for KUMC nursing and allied health students.

b) That when an allied health, medical or nursing student from KUMC is accepted at CMC, she/he will be insured by CMC for medical malpractice, and CMC will assume that legal responsibility.
10) That each participating student and/or her/his institution shall be solely responsible for travel arrangements and the costs thereof.

11) That housing shall be arranged as follows:

   a) International Programs at the University of Kansas Medical Center will be responsible for reserving rooms in the International House for students accepted from CMC. CMC students will be responsible for all room and board-related costs.

   b) CMC will identify suitable housing near the Hospital for KANSAS students. KANSAS students will be responsible for all room and board-related costs.

12) That upon registration all participating students shall provide the host institution with the name, address and telephone/FAX/e-mail numbers/addresses for three individuals who might be contacted in case of an emergency with regards to the students.

13) That violation of local laws committed in the host country could subject the exchange student to immediate withdrawal of her/his immigration and academic sponsorship and to expulsion from the host country.

ARTICLE 2: FACULTY/ACADEMIC STAFF EXCHANGES

1) That the two institutions will, whenever feasible, encourage the exchange of faculty/academic staff for purposes of research, service, consulting or teaching.

2) That the financial considerations for faculty/academic staff exchange will be determined on a case by case basis. No exchanges will be undertaken until the financial arrangements have been agreed by the two institutions and individual faculty/staff concerned.

ARTICLE 3: COLLABORATIVE RESEARCH

1) Co-operative joint research and consultancy programs in various academic and professional fields shall be planned and undertaken based upon discussions and approval of both institutions. The institutions will exchange and/or make available to each other academic materials, equipment and supplies useful for research as far as possible.

2) This Agreement enables exchange of information regarding grant proposals and ongoing research projects with the possibility of shared data
collection and consultation. Both institutions will follow appropriate University procedures regarding human subject research projects.

ARTICLE 4: INTELLECTUAL PROPERTY

1) All intellectual property disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is disclosed or introduced shall remain the property of the institution introducing or disclosing it.

2) Nothing in this Agreement shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either institution.

3) The terms with respect to title to and exploitation of intellectual property (including but not limited to trademarks and service marks, copyrights, patents, designs, know-how and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programs of cooperation.

ARTICLE 5: CONFIDENTIALITY

1) Upon arrival at KUMC, all program participants from CMC are required to sign a Statement of Confidentiality. This Statement is provided and explained during orientation.

2) Neither of the institutions shall use the name or logo of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other institution.

3) However, the institutions may notify third parties of the fact that this Agreement is in effect.

4) All information furnished in relation to this Agreement by one institution to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving institution, and will not be disclosed to any third party otherwise than to carry out the provisions of this Agreement, unless agreed in writing between the institutions.

5) The provisions of this clause will not apply to information in the public domain; information in the possession of the receiving institution prior to the disclosure of the information; information which is independently developed by the receiving institution; information required to be released by law; and information which is rightfully received by receiving institution from third parties without accompanying confidentiality obligations.
6) This clause will survive the expiration or termination of this Agreement for one year from the date of expiration or termination of this Agreement.

ARTICLE 6: HEALTH FORMS

1) Prior to arrival at KUMC, all program participants from CMC must complete a Health and Immunization Record form which will be cleared by Student Health at KUMC.

2) The above form is part of the normal application process for incoming international students to KUMC.

ARTICLE 7: TERMS

1) That this agreement in the first instance, shall be in effect within the 2006-2007 academic year. The term of this agreement shall be from 1 July 2006 through 30 June 2007; provided, however, that the agreement shall continue thereafter automatically for successive one-year terms, subject, however, to the right of either party at any time to terminate this agreement upon provision of written notice to the other of intent to terminate the contract within one (1) year from the date of the written notice.

2) That in the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3) That this agreement may be amended at any time when agreed to by both parties. Any modification must be in writing and signed by both parties.

ARTICLE 8: PRINCIPAL CONTACTS FOR THE AGREEMENT

1) That at the University of Kansas Medical Center, the principal contact for the agreement shall be the Director of International Programs or her/his designee.

2) That at the Christian Medical College, the principal contact for the agreement shall be the Principal or her/his designee.
Done in ______ on this ______ day of ______

CHRISTIAN MEDICAL COLLEGE
Professor George M. Chandy
Director
Christian Medical College & Hospital
Vellore, India

THE KANSAS BOARD OF REGENTS
Chairperson
Donna L. Shank
Date 8-5-05
Kathleen Sebelius, Governor of Kansas
Date 8-15-05

THE UNIVERSITY OF KANSAS
Robert E. Hemenway, Ph.D., Chancellor
Date
Barbara Atkinson, M.D.
Executive Vice Chancellor and
Executive Dean, School of Medicine
Date

Karen Miller, PhD
Senior Vice Chancellor for Academic
Affairs
Date 1-17-05

FILED WITH THE SECRETARY OF STATE’S
OFFICE ON AUG 19 2005
RON THORNBURGH
SECRETARY OF STATE