

## **MEMORANDUM OF UNDERSTANDING**

**To Establish a Program of Scholarly Exchange**

**and the Exchange of Students**

**between**

**King George's Medical University,  
Lucknow, India**

**and**

**Pediatric Clinical Research Center,  
Robert Wood Johnson Medical School,  
Rutgers Biomedical and Health Sciences,  
Rutgers, The State University of New Jersey,  
New Brunswick, New Jersey, USA**

**THIS AGREEMENT** is between **King George's Medical University, Lucknow, India** herein after referred to as **KG MU** and **Rutgers, The State University of New Jersey, through its Pediatric Clinical Research Center of Robert Wood Johnson Medical School** herein after referred to as "**Rutgers**".

KG MU and Rutgers educate health professionals and scientists and wish to develop a collaborative relationship that may involve student exchange, faculty and professional staff exchange, joint research and extension programs, collaborative academic programs as well as other academic activities in fields of mutual interest.

**NOW THEREFORE**, KG MU and Rutgers wish to confirm in writing the mutual and individual responsibilities related to offering faculty exchange programs, shared course work and student exchange programs as well as other scholarly activities in various health professions.

**I. Student Exchange Programs**

- A. The parties agree to collaborate in the development of exchange programs for students in the undergraduate and or graduate programs that permit students to earn elective credit at their home institution.
- B. Student exchanges may be for elective clinical rotations of health professions students and residents.

**II. Faculty Exchange and Collaboration**

- A. The parties may also develop faculty exchange programs or joint research projects in areas of mutual interest. These may be negotiated under the terms of this agreement. Faculty participating in the program of exchange must be nominated by the sending university and accepted by the host university according to procedures developed internally at each institution and following a timetable to be determined mutually by the two institutions. The total number of exchanges in any one year will be determined in consultation between the two institutions.
- B. Each institution agrees to acknowledge professionals participating in these programs (in the form of a letter or certificate) based on their generating scientific, preceptor or didactic activities.
- C. Either Party may propose to the other specific individual research projects for collaboration. Such proposals may be made at any time and the Parties will develop an agreement for each agreed-upon project. The protection and exploitation of any intellectual property arising out of a research project will be addressed in each individual project agreement.
- D. The parties may develop and offer joint courses (written and or using distance technology) in teaching programs through innovative techniques and formats employed in the educational process.
- E. The visiting scholars participating in this exchange shall be subject to the host university's policies and regulations concerning academic personnel and intellectual property. They shall not be required, however, to comply with any such policy or regulation that is in contravention to their obligations to their home institution. In the event of a dispute, the Parties agree to work cooperatively to find a mutually satisfactory solution and to provide consistent guidance to the affected faculty member.
- F. Participants will be required to carry medical insurance equivalent to the typical policy available for visiting scholars to that country. The host institution shall bear no responsibility for any health-related expenses incurred by a visiting scholar.

**III. Selection of Students, Student Records, Academic Progress, Advisement and Student Exchange Program Administration Matters**

- A. Admissions and Enrollment: Selection of the students for the program shall be in accordance with criteria, policies and procedures of the host institution, set forth herein and established by mutual agreement and as specified in Attachment A. Each party shall inform its students about the

application process and the requirements from the host institution. All students shall be matriculated in good academic standing as certified by the Associate Dean Program Director of the student's home institution.

1. Prospective Rutgers exchange students shall apply through their respective Associate Dean Program Director. The host school may conduct a telephone interview as part of the selection process.
2. Each school will confirm program dates and will inform the partner institution of the dates and any changes in a timely fashion.
3. All official student records shall be maintained by the home school but, subject to applicable law, be available for compliance with any Government regulations regarding foreign students' registration.
4. Students shall remain students of their home Institution.
5. Academic advisement by both institutions shall ensure that students are made aware of all requirements for completion of rotations or courses and shall be provided by both the host and home school.
6. Each student selected for the program shall be responsible for airfare and living expenses. The host institution will assist in locating suitable accommodations, but does not for each participant guarantee the availability of such housing nor its proximity to the host institution's campus.
7. The host institution shall provide an on-site orientation program which will include information about the host institution's rules and regulations, academic standards, standards of conduct, culture and public and personal safety matters.
8. The host institution agrees to allow utilization of its laboratories and other research facilities, if necessary, to meet the goals of the program.
9. The host institution will provide opportunities for students to interact socially and at academic gatherings with professors, professional staff, undergraduate and graduate students, as appropriate.

B. Student Conduct and Obligations

1. Students in the program shall at all times follow, and be subject to, the rules and regulations established by the host institution, as well as those established by affiliated hospitals and clinical agencies, and shall do so under the specific instruction of the supervisory staff of those facilities. The affiliated clinical facilities have the right to remove any faculty member or student from the site for good cause.
2. Hearings regarding alleged violations of rules or regulations at Rutgers shall be conducted in accordance with Rutgers procedures.
3. Participants will be responsible for meeting all regulatory eligibility requirements and complying with all applicable customs and immigration laws and regulations for their stay at the host institution.
4. Students shall meet the health insurance and immunization requirements of both institutions. At a minimum, participants will



pursuant to this Agreement and providing minimum limits of coverage of \$2,000,000 per occurrence.

KGMU shall provide for general and professional liability coverage of its employees, staff and students providing services pursuant to this agreement subject to applicable laws governing KGMU's liability.

#### **VI. General Provisions**

- A. Each institution does hereby warrant and represent that it is fully accredited in good standing in accordance with the requirements for an institution of higher education in its home jurisdiction and also qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.
- B. The parties herein agree that all applicable laws against discrimination, and all rules and regulations promulgated thereunder, shall be applicable to activities under this Agreement as they pertain to Rutgers and KGMU.
- C. Under this Agreement, Rutgers and KGMU shall continue to be autonomous and shall be governed independently by their respective governing boards and administration except insofar as this Agreement specifically states to the contrary.
- D. Neither party shall use the other school's name or any mark likely to suggest that it is related to the other school, in any advertising, promotion or brochures without first obtaining the written consent of the other institution.
- E. Programmatic policy-making shall be within the framework of the respective laws of each institution and of the professional requirements of regional and national accrediting agencies.
- F. This Agreement shall be governed by New Jersey law and the parties hereby submit to the exclusive jurisdiction of the State of New Jersey. However, in the event of any dispute or difference between the parties arising in connection with this Agreement, and prior to any litigation or threat of litigation, the parties shall, within twenty eight (28) days of a written request from the aggrieved party to the other party, meet in good faith in an effort to resolve the dispute.
- G. Except as otherwise provided in this Agreement, the parties hereto may not assign their rights, duties or obligations under this Agreement, either in whole or in part, without receiving the prior written consent of the other party. Any assignment made without consent of the other party shall be void and the non-assigning party shall not recognize any such assignment.
- H. The failure of either party to enforce a breach of any provision of this Agreement or to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of the breach for the remaining period of this Agreement.

#### **VII. Contract Term, Interpretation and Designated Liaisons**

- A. The term of this contract shall run from the date of signature by all parties and expire five (5) years thereafter. It shall thereafter be renewed by mutual agreement. Either party may terminate this agreement within six (6) months upon written notification. Both parties agree that all activities in progress will be concluded in accordance with this agreement. All modifications to this MOU must be in writing and signed by both Parties, which form part of this instrument as Annex.
- B. This MOU is a product of reciprocal cooperation and good faith between both Parties, so any conflict which may arise in its interpretation, execution and performance, shall be resolved by mutual accord between the holders thereof. Each institution, by the appropriate responsible individual of each academic unit, agrees to release and hold the other harmless from and against any claims, damages, liability or costs arising from their respective performance under this MOU except to the extent that such claims, damages, liability or costs arise from the negligent or willful acts or omissions of the other university or any of its agents or employees.
- C. The responsible coordinator for Rutgers for purposes of administering the terms of this MOU is Prof. Sumanda Gaur, Director. The responsible coordinator for KGMU for purposes of administering the terms of this MOU is Prof. Ravi Kant, Vice Chancellor. Any change in the coordinator for one party shall be communicated in writing to the coordinator of the other party within 30 days of any such change.
- D. Notwithstanding any versions of this MOU which may exist in languages other than English, Rutgers shall be bound only by the provisions of this MOU as expressed above in this English version.

#### **VIII. Compliance Statement**

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Each party has received a copy of Rutgers University's Code of Conduct and Rutgers University's Stark Law and Anti-Kickback Statute Policies and Procedures. Rutgers University's Code of Conduct is available at [http://rbhs.rutgers.edu/complweb/code conduct.pdf](http://rbhs.rutgers.edu/complweb/code%20conduct.pdf).

Rutgers' Stark Law and Anti - Kickback Statute Policies and Procedures are available at the following web addresses:

<http://policies.rutgers.edu/10027-currentpdf>

<http://policies.rutgers.edu/10024-currentpdf>

<http://policies.rutgers.edu/10021-currentpdf>

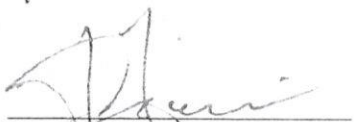
Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and

Human Services and the Rutgers, State University of New Jersey" available at ([https://ethics.umdnj.edu/mtrxprod/documents/CIA\\_agree\\_RU\\_UMDNJ.pdf](https://ethics.umdnj.edu/mtrxprod/documents/CIA_agree_RU_UMDNJ.pdf) ) shall comply with Rutgers University's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

**In witness whereof, the authorized representatives of the parties have signed this agreement:**

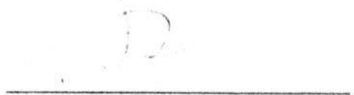
**For: Rutgers, The State University  
of New Jersey**

**By:**

  
**Vicente H. Gracias  
Dean, Rutgers-RWJMS**

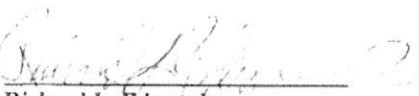
**Date:**

3/24/15

  
**Brian L. Strom  
Chancellor, Rutgers Biomedical and  
Health Sciences**

**Date:**

3/27/15

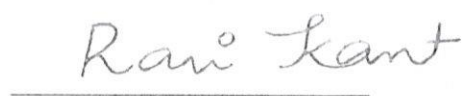
  
**Richard L. Edwards  
Executive Vice President for Academic  
Affairs**

**Date:**

4/1/15

**For: King George's Medical  
University**

**By:**

  
**Prof. Ravi Kant  
Vice Chancellor**

**Date:**

20 Feb 2015



**VICE CHANCELLOR  
King George's Medical University, Uttar Pradesh  
Lucknow**



Attachment A

**REQUIREMENTS FOR STUDENTS/RESIDENTS COMING TO RUTGERS-RBHS  
FROM SCHOOLS OUTSIDE THE UNITED STATES**

1. Clinical rotations will be for a period of up to four weeks. Visiting students will be classified as short-term scholars for visa purposes and are responsible for obtaining their own visas.
2. Proof of malpractice insurance coverage effective in the United States of at least \$ 1,000,000 is required of all participants. Some schools will provide coverage for their students, but in the event such coverage is not available, Rutgers will refer the participant to an agency to obtain acceptable coverage. The Academic Health Professionals Insurance Association is one agency that works with U.S. universities to provide a four-week malpractice insurance policy for approximately \$ 284 USD.
3. All participants must provide written certification from their home institution that they are in good academic standing.
4. All participants must produce evidence of health insurance coverage recognized by U.S. health care providers. Some schools may provide coverage for their students. Students visiting at Rutgers University must provide evidence of an insurance policy that is compliant with the Affordable Care Act, or purchase the Rutgers Student Insurance program available at the time of enrollment.
5. All participants must provide proof that they meet all immunization requirements in their home country and all RBHS student health and immunization requirements.
6. All participants must provide evidence of having completed training in Basic Life Support (BLS).
7. All participants who will be in clinical areas, even as observers, must provide proof of HIPAA training.
8. All participants must provide proof of attaining a score of at least 550 on a paper-based TOEFL and 213 on the computer-based TOEFL. The minimum IBT-internet based TOEFL is Writing 22, Speaking 23, Reading 21, Listening 17. An acceptable IELTS score is bandwidth 7.
9. All participants must undergo a Complete Background Check (CBC) (can be completed upon arrival) and achieve a result acceptable to Rutgers.
10. While not required for participants in 2014, Rutgers is considering an additional requirement that participants have passed either the USMLE Step 1, or the International Foundations of Medicine Examination Program (IFOM), a more streamlined test now used by AACME for international collaborations. If Rutgers approves such requirement, upon notice to the partner institution, passage of such test will immediately be a requirement under this agreement.