FACULTAD DE MEDICINA
UNIVERSIDAD DE CHILE

Renaissance School *of* Medicine
Stony Brook University

GLOBAL MEDICAL EDUCATION AGREEMENT
Between
THE RENAISSANCE SCHOOL OF MEDICINE at the
STATE UNIVERSITY OF NEW YORK AT STONY BROOK

hereinafter referred to as "SBU"

and
FACULTY OF MEDICINE, UNIVERSIDAD DE CHILE

hereinafter referred to as "UCHILE"

and henceforth referred to jointly as the "Parties" and individually as a "Party"

The State University of New York at Stony Brook, "SBU" a public research institution that is part of the State University of New York, incorporated pursuant the provisions of Chapter 695 of the Laws of 1948, also referred under the name 'Stony Brook University', having its address at 100 Nicolls Road, Stony Brook, New York 11790, the United State of America, Universidad de Chile "UCHLE", Public Higher Education Institution, with address at Av. Libertador Bernardo O´Higgins 1058, Santiago, Chile, represented in this act by its Rector, Prof. Rosa Devés Alessandri, and by its Dean of the Faculty of Medicine, Prof. Dr. Miguel O´Ryan, agree to establish the following mechanisms designed to encourage and facilitate the exchange of medical students of both institutions.

1. **Duration of Study**

It is expected that students will engage in elective rotations that are generally 1-2 months in duration.

2. **Number of Students**

The number of students proposed may vary year to year based on the level of student interest in the outbound electives and each institution may assess their capacity to receive students on a year to year basis. While there is an implicit agreement for reciprocity or exchange of students in principle, this agreement does not require numerical parity of students proposed or accepted.

3. **Student Application**

a) Students will be selected by each Institution and presented for consideration by the host institution. The host institution reserves the right to deny admission to any student who does not meet its general admission criteria.

4. **Tuition and Other Fees**

a) Students shall be responsible for tuition and university fees at their home institution. The host institution shall waive tuition for exchange students.

b) The host institution shall assist exchange students in arranging housing accommodations but will not be required to provide it. Students shall be responsible for their own housing and meal costs as well as their own travel, and local transportation.

c) Students shall be required to obtain health insurance as required by the host institution and comply with all vaccination requirements. Students shall be responsible for all deductible costs related to health care services.

d) There may be incidental fees related to required competencies (e.g., TOEFL, Infection Control), or insurances that will be enumerated in the application process.

5. **Academic Standing and Record**

a) Students who participate in the exchange program will not be degree candidates at the host institution.

b) The host institution shall send to the home institution an official record of coursework completed at the host institution on the request of the student.

c) The home institution shall assess the academic work completed at the host institution and shall award credit to its students in accordance with its own academic policies and regulations.

6. **General Requirements**

a) Students will participate in education, research, and clinical care to the extent allowable by the host institution. In the case of clinical care, participation may be limited to that of an observership. Students are also subject to the rules, procedures, and regulations of the host institution they are studying at. In academic discipline or academic misconduct matters, students will be subject to the disciplinary procedures of the host institution without prejudice to the provisions of international law, including treaties and international criminal law. Where required and if it is authorized by local laws, the institutions will cooperate in providing each other with any information that may be of assistance in such disciplinary matters.

b) Neither institution shall be liable for the acts of the other or for the acts of students participating in the exchange program.

7. **Visas**

Students will obtain any visas or documents required for entry to the host country. To comply with host country regulations, exchange students shall also be required to provide a guarantee that they have financial resources sufficient to meet all expenses.

8. **Personal Data**

The Parties agree to comply with the U.S. Family Educational Rights and Privacy Act (FERPA) and other applicable laws, regulations and guidelines pertaining to personal data protection in the U.S. Each Party shall treat all student information as confidential and will not disclose the student information to any third party, except as required or otherwise permitted by law.

9. **Educational Records of Students**

Each Institution shall keep and maintain its own educational records during the term of this Agreement. Upon termination or expiration of this Agreement, each Party shall keep all records related to Students in accordance with its established policies, procedures and the laws of its local jurisdiction.

10. **Term and Termination**

a) **Term**
This Agreement is established for a period of five years, from the date last signed. At the end of each five-year period, this Agreement may be renewed by mutual agreement for an additional five years, unless either party provides written notification of a decision of non-renewal prior to the expiration date.

b) Termination

1) *Termination without fault. A minimum period of six months' notice will be required* from either party wishing to terminate the Agreement.

2) Termination by fault. Either Party may terminate this Agreement immediately by written notice if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given one (1) month written notice to the other Party to remedy such default or breach and the other Party fails to do so within the specified period.

3) Termination by force majeure. In the event of non-performance of an obligation arising from a case of force majeure as set out in Article 12, the defaulting Party shall inform the other Party immediately in order to plan jointly all necessary measures to reduce the consequences thereof. Should the case of force majeure exceed two (2) consecutive months, the other Party may terminate the Agreement as of right, immediately and without compensation, by recorded delivery letter with receipt acknowledgement. Exercising the right of termination does not exempt the defaulting Party from fulfilling the contracted obligations up to the effective date of early termination of the Agreement.

In the event of termination, all commitments to students participating in the exchange program will be honored by relevant Parties.

11. Force Majeure

Notwithstanding the preceding Article 11, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Institution, including but not limited to acts of God, war, terrorism, industrial disputes, fire, flood, tempest, national and international pandemics, and national emergencies.

If such an occurrence causes a suspension of normal institutional activities of a Party for two (2) or more months, and if the suspension may reasonably be anticipated to continue, either Party may discuss whether the continuation of the Agreement is viable or whether the Agreement should be terminated. Further, whether or not the Parties agree on the viability of the Agreement, each Party shall have the right to terminate this Agreement.

In the event that this Article becomes effective, the Parties will take all necessary measures to ensure that all student academic work is properly documented and can be used later for the attribution of credit.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. No representations, warranties, inducements or promises made by either Party, whether oral or otherwise, not embodied in this Agreement; and no custom or practice of the Parties, or any of them at variance with the terms specified in this Agreement, shall add to or alter this Agreement or be of any force or effect.

13. Miscellaneous

a) The Parties hereto shall carry out all the activities under this agreement in good faith. In case of disagreement, the Parties agree to make every reasonable effort to resolve such dispute directly and expeditiously.

b) The Parties acknowledge and agree that neither of them shall be obliged to pay any sum to other in respect of the Agreement. Except where an express provision of this Agreement states the contrary, each and every obligation of the Party under this Agreement shall be performed at that Party's cost.

c) In order to enhance the efficacy of their cooperative activities, the parties agree that it shall be possible to introduce changes and additions to the Agreement by means of mutually agreed upon additional written clauses signed by the parties.

d) This Agreement is monitored by an Exchange / International Program Coordinator:

- For SBU: Mark Sedler, Director Global Medical Education
- For UCHILE: The Office of International Affairs

The following Parties have executed this Agreement as of the dates set forth below.

For the State University of New York at Stony Brook

Mark J. Sedler, MD, MPH
Director, Global Medical Education

Date: 5 June 2023

For the Universidad de Chile

MIGUEL LUIS ORYAN GALLARDO

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Dr. Miguel O'Ryan Gallardo
Dean

Date:

Andrew Wackett, MD
Vice Dean of Undergraduate Medical Education
Date:

FACULTAD DE MEDICINA UNIVERSIDAD DE CHILE

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