

April 17, 2017

**J. Donald Temple, M.D.**

*Director*

**Thomas J. Harrington, M.D.**

*Co-Director*

**Olivia Cata**

*Programs Director*

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*Program Coordinator*

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*Administrative Assistant*

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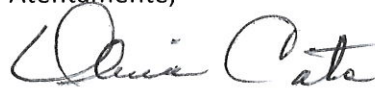
Dr. Eddy N. Pérez-Then  
Director,  
Universidad Dominicana O&M  
Avenida Independencia #364  
Gazcue, Santo Domingo  
Republica Dominicana 102105

Estimada Dr. Pérez-Then:

Adjunto el original del convenio con Universidad Dominicana O& M ya firmado por el Sr. Humberto Espeziani.

Esperamos que este acuerdo sea el principio de una relación larga y fructífera entre nuestras instituciones.

Atentamente,



Olivia Cata  
Programs Director

This Agreement, entered into this 10 day of MARCH by and between the University of Miami (hereinafter referred to as the "UNIVERSITY"), and the Universidad Dominicana O&M (hereafter referred to as "INSTITUTION").

**WITNESSETH**

**WHEREAS**, the parties to this Agreement wish to enhance cooperative relations to develop academic interchange;

**WHEREAS**, the **INSTITUTION** provides courses of study related to health care services to students who have enrolled in the **INSTITUTION**; and

**WHEREAS**, as a part of these courses of study the **INSTITUTION** desires that its students as well as its faculty be provided with an educational experience ("observership") at the **UNIVERSITY**; and

**WHEREAS**, the **UNIVERSITY** is able to provide **INSTITUTION'S** students with the observerhip and **UNIVERSITY'S** students may be desirous of similar educational experience at the **INSTITUTION**.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**THE INSTITUTION RESPONSIBILITIES**

1. The **INSTITUTION** agrees to send to the **UNIVERSITY** only those students and faculty who have met the **INSTITUTION'S** requirements and qualifications and who agree to follow **UNIVERSITY** rules and regulations as well as the rules and regulations of **UNIVERSITY'S** affiliated hospitals such as Jackson Memorial Hospital. The **INSTITUTION** further agrees to only send those students who meet the requirements outlined below.
2. The **INSTITUTION** agrees to assume final responsibility for the degree and grades of the students.
3. The **INSTITUTION** faculty will plan with the appropriate **UNIVERSITY** faculty or staff personnel for the use of **UNIVERSITY** facilities
4. The **INSTITUTION** agrees that the students and faculty assume personal and financial responsibility for their own housing, meals, travel, visa processing, local transportation, medical care and hospitalization.

5. The **INSTITUTION** reserves the right to refuse or discontinue the placement of students and faculty if the **UNIVERSITY** does not meet the professional educational requirements and standards of the **INSTITUTION**.
6. The **INSTITUTION** shall advise their students and faculty that the **UNIVERSITY** charges an administrative fee for each month of the observership.

#### **THE UNIVERSITY RESPONSIBILITIES**

7. Orientation to the **UNIVERSITY** will be provided for the students and faculty prior to commencement of their observership.
8. The final decision to accept a medical student or faculty member for participation in the observership at the **UNIVERSITY**, shall be at the sole discretion of the **UNIVERSITY**.
9. The **UNIVERSITY** reserves the right to remove from its campus and refuse or discontinue the availability of its facilities and services to any student or faculty who does not continuously meet the professional or other requirements, rules, qualifications, policies, procedures and standards of the **UNIVERSITY** or of its affiliated hospitals.
10. The **UNIVERSITY** personnel and the personnel of its affiliated hospitals will participate in teaching for the students enrolled in the observership and will maintain administrative and professional supervision of students insofar as the students' participation affects operation of the **UNIVERSITY** or of its affiliated hospitals and its care, direct and indirect, of patients.
11. The **UNIVERSITY** shall provide or facilitate the provision of emergency treatment to the students and faculty as it provides for its employees while they are on the **UNIVERSITY** campus. The students and faculty shall be financially responsible for such treatment.
12. The **UNIVERSITY** shall provide written evaluations (in a form furnished by the **UNIVERSITY**) at the conclusion of each medical clerkship. **UNIVERSITY** will issue students and faculty a certificate at the end of a successful observership stating the period of participation and rotations attended. The students and faculty are responsible for providing this document to the **INSTITUTION**.



### INSURANCE AND INDEMNIFICATION

13. The **INSTITUTION** agrees to be solely liable for and to indemnify and hold **UNIVERSITY** harmless from any and all losses, claims, expenses, liabilities, and causes of action arising out of negligence of the **INSTITUTION** and its students and faculty in connection with the operation of this Agreement.
14. The **INSTITUTION** agrees to require that its students and faculty have and maintain in effect throughout their observership, health insurance, professional liability insurance and any other insurance deemed appropriate. Health insurance may be purchased through the University at the rate in effect at the time. International health insurance policies will be reviewed for compatible coverage with **UNIVERSITY** minimum requirements.

### MUTUAL RESPONSIBILITIES

15. The **INSTITUTION** and the **UNIVERSITY** agree that no student or faculty member, on the ground of race, color, national origin, religion, sex, age or handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or placement under the Educational experience contemplated hereunder, and further agree to abide by United States federal and state laws regarding discrimination.
16. The **UNIVERSITY** and the **INSTITUTION** shall acquaint the students and faculty with the policies and standards and rules and regulations of the **UNIVERSITY**. In the event of any inappropriate actions by the students or faculty, the **UNIVERSITY** staff will notify the **INSTITUTION** in order that appropriate action may be taken by the **INSTITUTION**.

### OBSERVERSHIP REQUIREMENTS

17. **INSTITUTION'S** student and faculty must fulfill all of the observership requirements by the deadlines listed below. Receipt of applications six (6) to nine (9) months before the desired start date is advisable to expedite the selection process. Deadlines for submitting applications are as follows:
  - a. Periods beginning any time between December and May: July 31; selection results for this period will be available on September 15.
  - b. Periods beginning any time between June and November: January 31; selection results for this period will be available on March 15.
18. The **UNIVERSITY** anticipates that students of **INSTITUTION** will be allowed to observe in four main areas such as Internal Medicine, Obstetrics and Gynecology, Surgery, and Pediatrics. Students and faculty shall provide the following documentation or meet the following requirements:
  - a. Proof of successful completion of the Test of English as a Foreign Language (TOEFL) with a minimum of 79-80 points in the internet based test or a minimum of 550 points scored in the written based test.

- b. Personal interview and recommendation, in writing, from one of **UNIVERSITY's** voluntary faculty members in the student's home country.
- c. Students shall provide a written recommendation from the Chairman of the Department of Medicine, the Director of Medical Curriculum or the Director of Clinical Rotations of the **INSTITUTION** and a written recommendation from the Dean of **INSTITUTION's** school of medicine with approval. Faculty shall provide a written recommendation from the Chairman of the Department of medicine or the Director of **INSTITUTION** and a written recommendation from the Dean of **INSTITUTION**.
- d. Students must have completed one year of clinical experience at their **INSTITUTION** prior to entering this observership.
- e. Faculty shall provide a copy of medical transcripts with an English translation and copy of medical school diploma with an English translation.
- f. Students shall provide a copy of medical school transcripts.
- g. An essay of approximately 300 words describing the applicant's long term plans in the medical profession. This requirement may be met in their native language.
- h. Curriculum vitae to include participation in research, publications, presentation, honors and awards, membership in medical/scientific societies, administrative and academic positions.
- i. Personal interview and recommendation, in writing, by one of **UNIVERSITY'S** voluntary faculty in the applicant's country.
- j. Completed application form.

- 19. **INSTITUTION** shall advise its students and faculty that they are under the supervision of **UNIVERSITY** personnel or Jackson Memorial Hospital personnel while observing clinical rotations and accordingly shall have no direct patient responsibility.
- 20. Should **INSTITUTION** require monthly hour reports of their student's activities, the students shall be responsible for documenting their hours and obtaining their supervisor's signature.

#### TERM

- 21. The term of this Agreement shall commence on March 10, 2017, for one year, and shall automatically renew each year thereafter unless notice to terminate is provided by either the **INSTITUTION** or the **UNIVERSITY** thirty (30) days prior to the anniversary date.
- 22. This Agreement may be terminated by either party by thirty (30) days notification in writing of desire to cancel this Agreement; provided, however, this Agreement shall not be canceled in full until all educational experiences scheduled have been offered to students then enrolled. However, no other students shall be enrolled after the date upon which the Agreement is canceled.



**MISCELLANEOUS**

23. This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.
24. This Agreement shall be governed by and construed under the laws of the United States and the laws of the State of Florida. Venue for any action incident to this Agreement shall be Miami-Dade County Florida.
25. Each party shall comply with all rules, regulations, laws and statutes applicable to the conduct of its business.
26. Nothing in this Agreement shall be construed to permit the assignment by the **UNIVERSITY** or the **INSTITUTION** or any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either the **INSTITUTION** or the **UNIVERSITY** at their sole discretion.
27. Any notice or communications required under this Agreement to be sent to either of the parties shall be deemed to have given on the date mailed, postage prepaid, to the following address or by facsimile transmission:

**UNIVERSITY OF MIAMI**

**Humberto M. Speziani**  
**Assistant Vice President**  
**of Business Services**  
**1320 S. Dixie Hwy., Suite 1230**  
**Coral Gables, Florida 33146**  
**TEL: (305) 284-5550**  
**FAX: (305) 284-4543**  
**E-MAIL: hmspez@miami.edu**

**UNIVERSIDAD DOMINICANA O&M**

**Dr. Eddy N. Pérez-Then**  
**Director of School of Medicine**  
**Ave. Independencia No. 364, Gazcue,**  
**Santo Domingo, Dominican Republic**  
**TEL: (809) 682-8849**  
**EMAIL: eperez@udoym.edu.do**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by

their officials thereunto duly authorized.

**UNIVERSITY OF MIAMI**

BY: \_\_\_\_\_

**Humberto M. Speziani**  
Assistant Vice President of  
Business Services  
1320 S. Dixie Hwy., Suite 1230  
Coral Gables, Florida 33146

DATE: \_\_\_\_\_

4/3/2017

**UNIVERSIDAD DOMINICANA O&M**

BY: \_\_\_\_\_

**Dr. Eddy N. Pérez-Then**  
Director of School of Medicine  
Ave. Independencia No. 364, Gazcue,  
Santo Domingo, Dominican Republic

DATE: \_\_\_\_\_

03/10/2017