

## MEMORANDUM OF UNDERSTANDING

### To Establish a Program of Scholarly Exchange

### and the Exchange of Students or Residents

between

\_\_\_\_\_University,  
\_\_\_\_\_ [City], \_\_\_\_\_ [Country]

and

\_\_\_\_\_ [Name of Department, if relevant],  
\_\_\_\_\_ [Name of School, if relevant],  
**Rutgers, The State University of New Jersey,**  
\_\_\_\_\_ [Location, if relevant], New Jersey, USA

#### Article 1

The purpose of this Memorandum of Understanding (MOU) is to promote scholarly exchange and cooperation and student or resident exchange between the Department of \_\_\_\_\_ at \_\_\_\_\_ University (“\_\_\_\_\_”) in \_\_\_\_\_, \_\_\_\_\_ [City, Country] and the Department of \_\_\_\_\_, School of \_\_\_\_\_ at Rutgers, The State University of New Jersey (“Rutgers”) in [location, if relevant], New Jersey, United States of America (hereafter the Parties, and singularly as the Party).

#### Article 2

Under this MOU, the Parties undertake to promote and provide for the exchange of scholars and professional staff, the development of cooperative efforts in research and scholarly publication and for the exchange of students and residents. The Parties are encouraged to explore cooperatively further avenues of interaction between the two institutions. Details of the implementation of any particular collaborative agreement shall be negotiated between the two institutions as such specific cases arise. Any such agreement will be legitimized by the completion of a specific Agreement of Cooperation.

#### Article 3

3.1: Faculty exchange programs or joint research projects in areas of mutual interest may be negotiated under the terms of this Agreement. Faculty participating in the program of exchange must be nominated by the sending institution and accepted by the host institution 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.

3.2: The primary responsibility of each faculty exchangee shall be scholarly activity, including research, in collaboration with colleagues at the host institution. Unless otherwise specified, the exchangees are to have no formal classroom teaching responsibilities at the host institution.

3.3: 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 utilization of any intellectual property arising out of a research project will be addressed in each individual project agreement.

3.4: 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.

3.5: The visiting scholars participating in this exchange shall be subject to the host institution'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.

3.6: The host institution bears no financial responsibility for scholars visiting their institution under this Agreement, including the cost of travel between the two institutions, the cost of accommodations and food, and other personal expenses. The salary of each participant shall be paid by the sending institution during the term of the exchange.

3.7: 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.

3.8: 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.

3.9: For each participant in this exchange, the host institution will assist in locating suitable accommodations, but does not guarantee the availability of such housing nor its proximity to the host institution's campus. Further, the host institution will provide suitable office space and access to research equipment and library materials. Where necessary, the host institution will assist in finding support for research expenses incurred by the visiting fellow

during the period of residence. The host institution, however, makes no guarantees that any such support for research expenses will be available.

#### **Article 4**

4.1: Any students or residents participating in this program must be nominated by the sending institution and accepted by the host institution in accordance with its admission procedures and regulations. The total number of participants in any one year will be determined in consultation between the two institutions.

4.2: Any reciprocal student or resident exchange between the Parties requires a separate approval process and the signing of a more detailed Agreement of Cooperation through Rutgers Global–Study Abroad.

4.3: In addition to the conditions set forth in this MOU, any student or resident exchange with any unit of Rutgers Biomedical and Health Sciences (RBHS) must follow all requirements contained in Attachments A, B and C.

4.4: The period of stay for visiting students or residents shall be determined by the two Parties. During their stay, students/residents shall conform to the regulations of the host institution that apply to them.

4.5: The host institution bears no financial responsibility for students or residents visiting their institution under this Agreement, including the cost of travel between the two institutions, the cost of accommodations and food, and personal expenses of the visiting student/resident participants. Arrangements regarding the payment of tuition and fees by or on behalf of exchange and visiting students will be spelled out in the specific Agreement of Cooperation.

4.6: All participating students or residents will be required to carry health insurance at a level equivalent to or greater than the coverage required at the host institution for international students. Students or residents visiting 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. They will be exempted from purchasing health insurance only upon providing acceptable evidence of equivalent insurance. The host institution shall bear no responsibility for any health-related expenses incurred by an exchange or visiting student or resident.

4.7: The host institution shall assist the student or resident in locating suitable accommodations, but does not guarantee the availability of such housing nor its proximity to the host institution's campus.

4.8: 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.

## **Article 5**

The Parties agree to encourage the development of other sorts of scholarly activities of mutual interest, including collaborative research projects, the potential participation of students or residents from the two institutions in such projects, and short-term visits by faculty members from one of the institutions to the partner institution. Furthermore, when a conference is held at either institution on a subject of mutual interest, invitations to participate, wherever reasonably possible, will be extended to faculty in related disciplines at the partner institution.

## **Article 6**

6.1: Other than as expressly provided herein, no funds shall be exchanged between the Parties without an addendum hereto or a separate agreement enumerating the specific cost and expense related thereto.

6.2: It is jointly understood and agreed that the implementation of the above provisions will be subject to the availability of necessary funding and other resources at the partner institution.

6.3: Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender identity or expression, age, marital status, ethnicity, religion, national origin, sexual orientation, or disability, or any other category covered by law in its admission, programs, activities, or employment matters.

## **Article 7**

The responsible coordinator for Rutgers for purposes of administering the terms of this MOU is \_\_\_\_\_ [name], \_\_\_\_\_ [title]. The responsible coordinator for \_\_\_\_\_ [partner] for purposes of administering the terms of this MOU is \_\_\_\_\_ [name], \_\_\_\_\_ [title]. 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.

## **Article 8**

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.

## **Article 9**

This MOU is dependent upon endorsement below by the appropriate officers of the two institutions and will be effective for a period of three (3) years from the date of their signing. At the end of that period, the MOU will be subject to renewal or modification by mutual consent of the two institutions. All modifications to this MOU must be in writing and signed by both Parties, which form part of this instrument as Annex. Either Party may terminate this Agreement upon at least six (6) months written notification. Both Parties agree that all activities in progress at the time of the notice of termination will be concluded in accordance with this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have offered their signatures:

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

**For: *[Partner]***

**By:**

**By:**

\_\_\_\_\_  
*[Name]*  
Dean, *[Name of unit]*

\_\_\_\_\_  
*[Name]*  
*[Title]*

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
*[Name]*  
Chancellor, *[Name of division or university location]*

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Prabhas V. Moghe**  
Executive Vice President for Academic Affairs

**Date:** \_\_\_\_\_

## Attachment A

### **Additional General Provisions and items related to Insurance and Interpretation and Designated Liaisons for all units of Rutgers Biomedical and Health Sciences (RBHS)**

#### **General Provisions**

1. 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.
2. 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 \_\_\_\_\_ [Partner].
3. Under this Agreement, Rutgers and \_\_\_\_\_ [Partner] 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.
4. 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.
5. 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.
6. 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.
7. 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.

#### **Insurance**

1. Rutgers shall maintain a program of insurance throughout the term of this Agreement providing for general and professional liability coverage of Rutgers, its faculty, employees, staff and students providing services pursuant to this Agreement and providing minimum limits of coverage of \$2,000,000 per occurrence.

\_\_\_\_\_ [Partner] 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 \_\_\_\_\_ [Partner]'s liability.

### **Interpretation and Designated Liaisons**

1. 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 institution or any of its agents or employees.

## Attachment B

### **Guidelines for Student Admissions and Enrollment, Student Conduct and Student Academic Progress and Assessment for all units of Rutgers Biomedical and Health Sciences (RBHS)**

1. 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.
2. Prospective Rutgers exchange students shall apply through their respective Associate Dean/Program Director. The host institution may conduct a telephone interview as part of the selection process.
3. Each school will confirm program dates and will inform the partner institution of the dates and any changes in a timely fashion.
4. All official student records shall be maintained by the home institution but, subject to applicable law, be available for compliance with any Government regulations regarding foreign students' registration.
5. Students shall remain students of their home institution.
6. 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.
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.
10. 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.
11. Hearings regarding alleged violations of rules or regulations at Rutgers shall be conducted in accordance with Rutgers' procedures.
12. Standards of satisfactory academic progress shall conform to the policies and procedures of the home institution.
13. The host institution shall be responsible for evaluation of the clinical competencies of students enrolled in the program.
14. Subject to applicable law, each institution will keep the other advised of the student's status as needed or requested.
15. Student hearings regarding academic performance shall be conducted according to the established policies and procedures of the school responsible for teaching the specific course, or overseeing clinical rotations. It is expressly understood that academic decisions at the home institution are not applicable to the initial decision of academic progress in such hearings, but the home institution may review the decision at the request of the student.



Attachment C

**Requirements for Students/Residents coming to all units of Rutgers Biomedical and Health Sciences (RBHS) from schools outside of the United States**

1. Clinical rotations will be for a period of up to four weeks. Visiting students/residents 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/residents, 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/residents. Students/residents 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 (BCL).
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 2016, 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 AAMC 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.