



Letter of Agreement
Between
The Khon Kaen University
and
The George Washington University School of Medicine and Health Sciences

This Letter of Agreement ("Agreement") is made and entered into on the date of its signing by and between the Khon Kaen University ("KKU"), having its principal place of business at 123 Mittraparp Highway, Muang District, Khon Kaen 40002 Thailand and The George Washington University ("GWU"), by and on behalf of its unincorporated division the School of Medicine and Health Sciences ("SMHS"), having its principal place of business at 2300 Eye Street, N.W., Washington DC, each a "Party" and collectively known as the "Parties."

Both GWU and KKU are institutions of higher education and out of a desire to promote academic exchange, hereby execute this Agreement to establish clinical electives, summer opportunities, internships, and special projects for medical, health sciences and public health students for a period of three (3) years commencing with the 2012-2013 Academic Year.

I. Program Administration/Facilitation of Student Movements

The responsible GWU administrative offices (Office of the Dean and the Office of International Medicine Programs) will work with KKU representatives to facilitate applications, program details, requirements, and the like, for the entry of both GWU students and KKU students into the GWU/KKU Student Exchange Program provided under this agreement. These staffs will coordinate applications; provide assistance with orientation to academic programs; assist in locating suitable housing and other necessary services; and notify the host university of available positions; and the Deans' Offices will assist students in obtaining the necessary academic counseling from all available sources.

II. Program Description

GWU and KKU exchange students will be allowed to participate in the same elective clerkships, summer opportunities, internships and/or special projects as their host university colleagues on a space-available basis. Medical, health sciences, nursing, and public health students will continue to be registered at their home university which may, at its discretion upon recommendation and reports from the host university, offer academic credit to their students for academic work completed during the exchange period.

- A. Duration: Clerkships at both home and host universities should not exceed 8 weeks. GWU will provide two four-week clerkships for KCU medical students participating under this Agreement. Clerkships at GWU will be offered to KCU students in their final year in the following areas, based upon availability: medicine and subspecialties; pediatrics and subspecialties; anesthesiology; emergency medicine; clinical neuroscience; urology; radiology; ophthalmology; obstetrics and gynecology; surgery and surgical specialties. KCU students will be assigned a faculty mentor during the Exchange Program, who will provide a written evaluation of the student's performance. This evaluation will be used by the student's home university to determine whether credit will be offered. KCU will offer clinical clerkships to GWU MSIV students in the areas based upon availability: primary care; medicine and subspecialties; pediatrics and subspecialties; anesthesiology; urology; radiology; obstetrics and gynecology; surgery and surgical specialties. Students participating in the exchange program will be assigned a faculty mentor for the duration of the rotation who will give a written evaluation of the student's performance at the end of the rotation. KCU will also provide internship opportunities for GWU MSI for a period of 8 weeks during the summer and for public health students.
- B. Eligibility and Selection Process: Each university will be responsible for selecting their respective candidates. GWU and KCU final year students must have completed the same basic clinical rotations: two months in internal medicine; one or two months in family practice; two months in pediatrics; two months in OB/GYN; two months in surgery; and one month in psychiatry. Students must be in excellent academic standing. GWU and KCU will select applicants from their own student pools and provide recommendation and authorization to participate in the Exchange Program.
- C. Requirements: Each student will submit to their institution's administrative office, as designated above, academic transcripts, curriculum vitae, a recommendation letter, and authorization from his/her university. GWU and KCU will determine based upon students' credentials whether they are eligible to participate and will forward all eligible applications to the administrative office of the host institution for review. Students will receive notice from their home university as to their acceptance into the program.
- D. Lingua Franca: English is the lingua franca of both institutions. Interested students shall have a working knowledge of English in order to be eligible to participate in the exchange program.
- E. Calendar: Either institution will accommodate prospective exchange students for clerkships during any period of the academic year according to availability.
- F. Reciprocity and Number of Students: The exchange will be reciprocal and based on both mutual and specific educational needs and purposes. The number of students, not to exceed three per academic year will be determined each academic year in by mutual consultation between the parties in a timely manner. The Exchange Program shall be based entirely upon students' interest. If fewer than the maximum number of students express an interest in the Exchange Program, the number of interested students will dictate the size of the program for that year. In the event that no students apply during a given year, the Exchange Program will not take place for that academic year, but will resume the next year within the terms of this Agreement.

- G. Regulations and Standards: Students will be held to the usual standards of the host university and will be responsible for upholding all rules, including but not limited to, university publications on rights and responsibilities of students, academic integrity, and MD program honor codes and regulations at the host institution.

III. Program Logistics

- A. Tuition, Fees, Living Expenses: The parties will not charge tuition and related fees to exchange students whom they host. Rather, students will pay tuition and fees to their home institution. All other expenses are the personal responsibility of the student. Students selected must demonstrate that they have the necessary personal funds to meet their travel, living, and accommodation expenses.
- B. Housing: Both institutions will assist students in locating suitable housing. GWU and KKU will assist visiting students in finding accommodations for the duration of their stay. These options shall include accommodations on campus or local apartment living. In all cases, students are responsible for the expense of their room and board as well as the expense of traveling to the host country and host institution.
- C. Health Insurance and Immunization: All students participating in the program must obtain comprehensive health insurance coverage and must show evidence of immunization against measles, mumps, rubella, and hepatitis B.
- D. Malpractice and Liability Insurance: Each host institution will assume responsibility for the actions of exchange students enrolled under the exchange program that occur as a part of medical student coursework at the host institution during the exchange. Students will be expected to adhere to the malpractice and liability guidelines set by the host institution.
- E. Visa: Students are responsible for meeting all costs, deadlines, and other requirements associated with obtaining a visa to the host country. Each student must obtain his or her own visa. GWU does not issue visas for international medical students participating under this program.

IV. Term and Termination

- A. Term. This Agreement is valid from the date of the last signature on this Agreement. The Exchange Program commences at the start of the 2012-2013 academic year and will continue through the 2014-2015 academic year and shall renew automatically for additional terms of one year, until either Party gives written notice of its intent to terminate or not to renew in accordance with Section IV (B) of this Agreement.

- B. Termination. Either party may terminate this agreement at any time after the signature date by written notice to the other. Such termination will be effective ninety (90) days from the date of written notice. Should this occur, both institutions agree to carry out the terms of the Agreement for any student currently completing an elective in the host country. Either party may elect not to renew this Agreement by providing the other Party with a written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

V. Miscellaneous Terms

- A. Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, unforeseen natural disasters (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke *force majeure*, that Party shall within ten (10) calendar days after the occurrence of the event of *force majeure* has become known to that Party, send written notice of such event to the other Party. In the event that a *force majeure* event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party.

- B. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the Laws of the United States and of the District of Columbia without regard to its principles for conflicts of law, as if such Agreement were executed and performed within the District of Columbia as well as equivalent laws in the Thailand.

- C. Compliance with Law. Each Party agrees that, in connection with this Agreement, it will take no action, or omit to take any action, which would cause another Party to be in violation of the applicable laws of the United States (U.S.), including but not limited to U.S. nondiscrimination laws, export control and anti-boycott laws and regulations and the U.S. Foreign Corrupt Practices Act, or the applicable laws of Thailand. Each Party agrees that, in connection with this Agreement, it will not offer, give or promise to give, directly or indirectly, anything of value to any government official, political official, political candidate, or employee thereof or

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the U.S. Foreign Corrupt
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promised or given to a government official, political party offic
employee thereof, for the purpose of obtaining or retaining business
advantage.

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- D. Commercial Agreement/No Immunity. Each party acknowledges a
of rights and fulfillment of (or failure to fulfill) obligations
commercial in nature rather than governmental, and therefore ackn
is not entitled to any right of immunity on the grounds of sovereign
to such activities or in any legal action or proceedings arising
Agreement

- E. Amendment. This Agreement may be amended in writing from time to time upon the mutual agreement of the Parties; provided, however, that any modification, amendment, or supplement to this Agreement will only be considered binding where it is signed by a duly authorized representative of each Party.
- F. Assignment. Neither Party shall assign this Agreement, in whole or in part, without the other Party's prior written consent. Any attempt to assign this Agreement, without such consent, shall be null and void.
- G. Intellectual Property. The use, ownership and licensing of any intellectual property created by GWU faculty, staff or students shall be owned by GWU faculty, staff or students as the case may be.
- H. Public Announcements; Use of Name and Marks. The Parties shall coordinate all public announcements and press statements regarding the arrangements and activities provided under this Agreement. A Party may not make public use of the name, logo, or registered trademarks of the other Party's name with reference to the cooperation or activities set forth in this Agreement without prior written approval of the other Party. In the case of GWU, approval must be given in writing by the Interim Vice President for Health Affairs and Dean or his designee. For this purpose, "public use" shall include (but not be limited to) the use of such name, logo, or registered trademark in any printed, website, or written materials which the other party does not intend to keep confidential, as well as oral statements that are intended for public dissemination or in discussions with the foreign governments and its officials (such as in radio or television announcements or advertisements).
- I. Confidentiality of Student Records. Student "education records" as defined by the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and regulations adopted thereunder shall be considered confidential information. Student education records may not be released without the prior written consent of the student. Such consent cannot be compelled by GW.
- J. Notices. All notices required or permitted under this Agreement shall be in writing and delivered by confirmed email, confirmed facsimile transmission or by certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to:

For KKU:

Pisake Lumbiganon, MD
Dean, Faculty of Medicine
Khon Kaen University
123 Mittraparp Highway
Muang District
Khon Kaen, 40002 Thailand

For GW:

Huda Ayas, EdD
Executive Director, International Medicine Programs
2300 I St NW
Suite 708
Washington, DC 20037
hayas@gwu.edu

Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this section.

- K. Entire Agreement: This constitutes the entire Agreement of the parties related to this matter. No other terms and conditions not contained in this document or in a written amendment signed by both parties shall be binding.

IN WITNESS WHEREOF, The parties signing below for GWU and KKU hereby warrant and represent that they have right, power, and authority to execute this Letter of Agreement on the date signed.

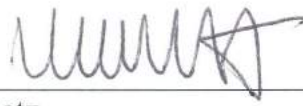
KHON KAEN UNIVERSITY

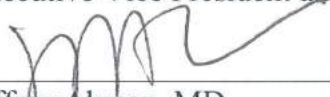
By:  Date: September 6, 2012
Kittichai Triratanasirichai
President

By:  Date: September 5, 2012
Pisake Lumbiganon
Dean, Faculty of Medicine



THE GEORGE WASHINGTON UNIVERSITY

By:  Date: 5/3/12
Steven Lerman, PhD
Provost and Executive Vice President
for Academic Affairs

By:  Date: 5/4/12
Louis H. Katz
Executive Vice President and Treasurer

By:  Date: 4/27/12
Jeffrey Akman, MD
Interim Vice President for Health Affairs and
Dean, School of Medicine and Health Sciences

By:  Date: 4/25/12
W. Scott Schroth, MD
Associate Dean for Academic Affairs

By:  Date: 4/24/12
 Huda M. Ayas, EdD
Executive Director
International Medicine Programs