

**Memorandum of Understanding
between
UNIVERSITY OF MESSINA (“University”)
and
MAYO CLINIC through its
MAYO CLINIC COLLEGE OF MEDICINE AND SCIENCE (“Mayo Clinic”)**

The University of Messina, located in Messina, Italy, (“University”) and Mayo Clinic through its Mayo Clinic College of Medicine and Science, with a principal address of 200 First Street S.W., Rochester, MN, 55905, (“Mayo Clinic”) in order to promote educational cooperation and in consideration of mutual benefits, have entered into this Memorandum of Understanding (“MOU”) effective as of the last date signed below.

1. Program Overview

University and Mayo Clinic wish to develop a mutually beneficial academic collaboration to allow faculty members and medical students (“learners”) from one institution (“home institution”) to participate in professional and educational opportunities at the other institution (“host institution”).

2. Program Objectives

- 2.1 Learners will have the opportunity to observe host institution’s approach to patient care.
- 2.2 Processes including but not limited to patient care, education, and research will be available for learners to observe.
- 2.3 Learners will be able to evaluate practice differences between learner’s home institution and host institution.
- 2.4 Learners may participate in learning opportunities to better understand the Mayo Model of Care and Education.
- 2.5 Learners may partake in professional development opportunities at host institution as available.

3. Eligibility, Application and Requirements

- 3.1 A maximum of four students and four faculty members may participate in exchange program on an annual basis from each institution.
- 3.2 Home institution shall identify potential candidates for placement at host institution. Applicants must in be good standing at home institution.
- 3.3 All learners must be proficient in written and verbal English language.

- 3.4 All requests for placement at Mayo Clinic shall be submitted via email to: Beck.Marlane@mayo.edu, and include the following:
- 3.4.1 Projected dates of participation (note: four months advanced notice is required)
 - 3.4.2 Current status at University (medical student vs faculty member), including number of years enrolled/hired.
 - 3.4.3 Three letters of recommendation from mentor, supervisor or manager (written in or translated to English language)
- 3.5 Upon approval for placement at Mayo Clinic, Learners will be provided instructions and Mayo Clinic forms to provide to host institution proof of current immunizations, documentation of tuberculin skin testing, and a criminal background study completed within twelve (12) months preceding preceptorship begin date. Learners must follow the instructions provided by Mayo Clinic and provide all documentation prior to placement start date.
- 3.6 Learners must provide to host institution proof of medical health insurance coverage for the duration of preceptorship. Learners shall be furnished emergency medical care and treatment, if needed, while at host institution with the associated expense to be the responsibility of the learner.
- 3.7 Learners are responsible for securing the appropriate travel visa required for duration of preceptorship at host institution.
- 3.8 Home institution will instruct learners to conform to host institution's policies regarding safety, health, and personal and professional conduct generally applicable to host facilities and the preceptorship, and otherwise conduct himself or herself in a professional manner.
- 3.9 Both parties agree that for the purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and associated privacy regulations, learners coming to Mayo Clinic shall be deemed a member of Mayo Clinic's "workforce" as that term is defined by HIPAA, and accordingly, Mayo Clinic will obligate each learner to follow the Mayo's policies on the collection, use and disclosure of personally identifiable health information. Mayo Clinic shall provide the necessary training specific to HIPAA.
- 3.10 Host institution may terminate the participation of a learner in an experience if the learner's work, conduct or health may, in host's judgment, have a detrimental effect on its patients, staff or operations. A learner generally will not be removed from an experience until host has discussed its concerns with a representative of home institution. However, host institution reserves the right to take immediate action to suspend a learner's participation in response to concerns of patient care or the safety and respect of its staff. Host institution shall not be arbitrary or discriminatory in the exercise of this right.

4. Tuition and Expenses

4.1 Fees for experiences at Mayo Clinic are as follows:

- 4.1.1 Faculty observational preceptorships are offered at Mayo Clinic at the rate of \$1,000.00 (US dollars) per week.
- 4.1.2 Medical and research student observational experiences are offered at the rate of \$350.00 (US dollars) per week.
- 4.1.3 Mayo Clinic shall invoice University participants two (2) weeks prior to preceptorship start date. University participants shall submit payment within thirty (30) days of invoice receipt.
- 4.1.4 All travel, lodging, food, and incidental expenses are the responsibility of learner and not included in the above fees. Mayo Clinic shall not be responsible for any funding or expenses for learners.

4.2 University offers the following:

- 4.2.1 External faculty are encouraged to visit University from ten (10) days to three (3) months to promote collaboration and professional development.
- 4.2.2 University will assist visiting medical students in securing suitable accommodations.

5. Additional Provisions

- 5.1 This Agreement shall be effective upon execution and shall continue for five (5) years from the date of execution or until terminated by either party upon ninety (90) days written notice, with or without cause.
- 5.2 Amendments and/or revisions to this MOU may be made in writing at any time by mutual consent of both parties. Such amendments and/or revisions signed by authorized representatives of both parties shall be prepared in the form of an Amendment to the MOU. The parties shall work cooperatively to review annually, and to update each year as appropriate, specific items or procedures included in this MOU. All changes made to this MOU will become effective on the date of the amendment, unless specified otherwise.
- 5.3 Each party shall hold all documents, business strategies, tactics, notes, discussions, contracts, and agreements provided by the other in strict confidence.
- 5.4 This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision shall apply to this Agreement.
- 5.5 Each party shall comply with all federal, state and local laws and regulations applicable to their respective operations.
- 5.6 The parties will not use the name or trademarks of the other parties in any news release, publicity, advertising, endorsements, or commercial communication without the prior written approval of the other parties. All requests for approval for the use of Mayo Clinic's

name pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 5 business days prior to the date on which a response is needed.

- 5.7 No party has the right or the power to assign this MOU, in whole or in part, without the prior written consent of the other parties, and any purported assignment in contravention of this provision shall be null and void.
- 5.8 Each party is a separate and independent institution, and this MOU shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this MOU establishes a bona fide training relationship and that the agents or employees of each respective party are not employees or agents of the other party.
- 5.9 Each party is solely responsible for any of its own claims, causes of action, liabilities or the like that may arise out of this MOU. Furthermore, neither party shall compensate the other party for any of the foregoing. The terms of this section shall survive expiration or termination of this MOU.
- 5.10 All notices and other business communications between the parties related to this Agreement shall be in writing and either personally delivered, sent by certified or registered mail, overnight courier, electronic transmission, or by facsimile (with a copy to follow by certified or registered mail or overnight courier) addressed as follows:

If to University: Francesca Pollicino
University of Messina
Piazza Pugliatti, 1
Messina 98122
Italy
cooperazione@unime.it

(a) If to Mayo: Marlana K. Beck
Mayo Clinic Education Platform
Mayo Clinic Jacksonville
4500 San Pablo Road
Jacksonville, FL 32224
USA
Beck.Marlana@mayo.edu

With copy to: Education Business Services
Mayo Clinic
200 First Street SW
Rochester, MN 55905
USA
EduAffiliations@mayo.edu

The persons signing this MOU warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party's representative(s) hereto.

**MAYO CLINIC through its
MAYO CLINIC COLLEGE OF MEDICINE AND
SCIENCE**

UNIVERSITY OF MESSINA

By: _____
Marlana K. Beck Date
Manager, Mayo Clinic Education Platform

By: _____
Salvatore Cuzzocrea Date
Rector

By: _____
Gary C. Cseko, MS, MBA Date
Division Chair, Department of Education

Mayo EBS
Reviewed by: