

MEMORANDUM OF UNDERSTANDING FOR TRAINING AFFILIATION
BETWEEN
THE UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES, BETHESDA, MD, USA
AND
UNIVERSITY OF THE PHILIPPINES, MANILA COLLEGE OF MEDICINE

ARTICLE 1. BACKGROUND

1. The Uniformed Services University of the Health Sciences (hereinafter, "USU"), a Department of Defense academic institution, is a fully-accredited University which includes, the F. Edward Hébert School of Medicine (hereinafter the "USU School of Medicine") and the Val G. Hemming Simulation Center. USU has approved health professional and graduate education programs that require bona fide University students enrolled therein to participate in clinical learning experiences, research, or training as set forth in the program curricula. USU students are commissioned officers on active duty in the U.S. Army, Navy, Air Force and/or Public Health Service.
2. USU does not include any clinical facilities and cannot provide health care or clinical training experiences.
3. The University of the Philippines, Manila College of Medicine, is a civilian, educational institution, situated in Manila, the Philippines, (hereinafter, "the College"). The College includes all of its components, teaching facilities, and affiliated clinical facilities.
4. The College and USU are jointly referred to as the "Parties" to this Memorandum of Agreement (hereinafter "MOU"), or "Institutions", as appropriate.
5. The Parties are each committed to the educational preparation of health care professionals, and specifically, to the education of medical students and graduate students. The Parties are engaged in certain activities in which bona fide students in their respective professional programs may attain part of their required learning experiences through training, observation of patient care or research.
6. It is accordingly to the benefit of the Parties to contribute to the educational preparation of health care professionals by enabling students of USU School of Medicine to obtain part of their required learning experiences through participation in training, observation of patient care, and research, at the College; and to enable students of the College to participate in observation of research at USU.
7. In order to implement the foregoing, the Parties desire to enter into this MOU as follows:



ARTICLE 2. GENERAL PROVISIONS

Educational and Research Programming and Attendance:

8. By mutual understanding:
 - a) Students of USU's School of Medicine may undertake training and participate in research opportunities at the College; and
 - b) Students of the College may undertake observation of research and education at USU.
9. Students who wish to participate in scholarly opportunities pursuant to this agreement must satisfy the applicable education and/or training requirements of the respective host institution prior to arrival at the host Institution, and may participate in additional training at the sole discretion of the host institution.

Obligations:

Obligations of the College

10. The learning environment for USU students may be assessed by USU's School of Medicine upon completion of the experience. The College will assist USU's School of Medicine in remedying deficiencies in the learning environment, identified through various means.
12. The College may provide elective or advanced educational training opportunities in accordance with its existing commitments. The assignments and number of students to be assigned to and retained in such experiences in any year, or fraction thereof, shall be determined collaboratively by the Parties.
13. The Parties acknowledge and agree that USU and the chairs of its respective academic departments are alone responsible for the academic direction and education of USU students, including the content of clinical instruction and the evaluation of the students' overall performance during their course of classroom and clinical training.
14. Emergency health care shall be provided to USU students at the College, except as otherwise directed by USU's designated Office of Student Affairs. The College will not be responsible for the costs of emergency health care provided to USU students during their time at the College.
15. The College will ensure that students who are accidentally exposed to environmental hazards and/or infectious diseases and/or other occupational injury are treated appropriately and in a timely manner. The College also will notify the Office of Student Affairs at USU, which may arrange for follow-up care as needed.

Contact Information for Office of Student Affairs

Uniformed Services University of the Health Sciences

Office of Student Affairs

Phone: 301.295.3185

Email: lisa.moores@usuhs.edu

16. In addition to the academic and administrative accountability of USU students to the College, USU students will comply with U.S. State Department and U.S. Department of Defense notification and security requirements and be accountable to U.S. Embassy officials in the Philippines. Any applicable, current, Status of Forces Agreement between the United States and the Philippines will be the document to address any governing authorities for issues not addressed directly within this MOU.
17. Publication of any materials by students or faculty of either Institution associated with training or research under this MOU must be approved for release, in writing, by both Parties.

Obligations of USU

18. USU will appoint faculty members who will be responsible for instruction and supervision of USU medical students' clinical rotations.
19. USU will have the responsible faculty member coordinate with the designated College official the assignment that will be assumed by the medical students and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the College.

USU and the College's Obligations:

20. The Parties, including their faculty, staff, students, and all instructional sites, acknowledge a shared responsibility for creating and maintaining an explicit and appropriate learning environment for students that promotes the development of appropriate professional attributes in the students. This environment will be addressed through formal learning activities, and through the modeling of professional attitudes, values, and informal lessons conveyed by individuals who interact with students including faculty, and staff.
21. The Parties reserve the right to refuse acceptance of any student for training and/or to bar any student from entrance and access to the Parties' facilities when it is determined by the host Institution that further participation would not be in the best interest of host Institution. The Parties will facilitate the return of their student(s), including the reasonable costs of such return, if the student's training is ended in accordance with this section.
22. The Parties will require students going to a host Institution to undergo medical examinations and take such protective measures as the host Institutions may require.

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23. Neither Party will compensate nor reimburse the other on account of any of the activities, services, nor facilities provided by the other in accordance with the terms set out in this MOU.
24. The Parties will ensure that their respective students carry sufficient coverage for all health care expenses that they may incur while at the host Institution. Host Institutions will not be responsible for any health care costs for treatment for visiting students.
25. The status of implementation of individual student education programs will be reviewed by the Dean of USU's School of Medicine, as reported to the school by the faculty at the College, in collaboration with the College's Director of Medical Education (or his/her equivalent).
26. The Parties understand that USU students are prohibited from receiving pay, contributions, or gifts other than the pay and allowances they receive from the United States Government as active duty, commissioned officers, unless specifically authorized by USU officials.

Academic and Administrative:

27. Students shall be instructed to follow the instructions of their host faculty. USU students shall follow the instructions of the College insofar as they are reasonably consistent with the regulations and customs of USU. To the extent that inconsistent academic instructions are identified, the Parties agree to change the inconsistent academic instruction in a manner that is acceptable to both Parties.
28. Students shall be required to:
 - a. Respect the laws and customs of the host country and, while in the host country, and abstain from any political activity inconsistent with the objectives of this MOU;
 - b. Be in possession of appropriate documentation, issued by their government, required by the host country for entry and exit;
 - c. Be in possession of appropriate documentation, issued by either University, required for identification or other purposes; and
 - d. Comply with regulations and customs of the host institution and host country in regard to civilian attire, as applicable.
29. Allegations of infractions of civil laws by USU students shall be reported immediately to the student's Defense Attaché at the United States Embassy in the Philippines, and to USU's Office of Student Affairs. The Parties acknowledge that the Status of Forces agreement in place between the United States of America and the government of the Philippines governs USU students as military members. If there is a conflict between the applicable Status of Forces Agreement and this Memorandum of Agreement, the Status of Forces Agreement shall prevail.
30. Allegations of infractions of civil laws by College students shall be reported immediately to the Dean's Office of the College.

ARTICLE 3. INSTITUTIONAL RELATIONSHIP

31. It is understood that the Parties will require relationships with other hospitals and universities to carry out their purposes, and that each Institution shall determine the number and content of their relationships.
32. Under this MOU the Parties shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this MOU specifically states to the contrary.
33. The respective School of Medicine will exercise primary program authority and obligation over academic affairs and education/assessment of their students.
34. USU's Vice President of External Affairs and the College's Director of Medical Education, or his/her equivalent(s), will conduct an annual review of this MOU for appropriateness, currency, and the purposes of continuing improvement of this MOU.

ARTICLE 4. CLINICAL EDUCATION ENVIRONMENT AT THE COLLEGE

35. The College shall assume responsibility for obtaining any necessary consent from, and/or issuing any necessary notices to, patients or patients' parents or guardians regarding patients at their affiliated hospital or healthcare facility, and their participation in their respective teaching programs.
36. Professional responsibility for the care and management of all patients will remain with the College and its staff.
37. The College will make available the facilities and resources needed for training and, to the extent possible, will treat USU medical students as if they were medical students of the College.
38. The College will designate an official to coordinate the medical students' clinical learning experience. This will involve planning with USU faculty or staff members for the assignment of trainees to specific clinical cases and experiences.
39. The College will give USU medical students administrative privileges typically enjoyed by the medical students of the College.
40. The College will be responsible for the Institutional Human Use Review(s), or its equivalent, for all human research protocols at their respective facilities, involving their respective staff members, including those who may have also been appointed to the USU's faculty under the provisions of this MOU.
41. USU, through its Institutional Review Board (IRB) will be responsible for the review and approval of all

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research proposals proposed by, or involving USU staff or students. This includes but is not limited to, all human research protocols at USU or the College facilities, involving their respective staff members, including those who may have also been appointed to the USU's faculty under the provisions of this MOU.

42. The College's patient safety policies will be sent to USU, and students who will be attending the College and supervising faculty at USU, in advance of their arrival at the College. The hosting department of the College will orient all USU students, upon arrival, concerning the Hospital's requirements for patient safety.
43. The College will permit the inspection of their clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of USU education programs.
44. USU student contact with patients at or through the College shall be under the direction of the College's faculty, house staff, or assigned teaching attending staff who hold faculty appointments.
45. Members of the College's house staff shall participate under the supervision and direction of the College's appropriate Chief of Service in the teaching program to be carried out at the College's affiliated hospital or clinical facility. USU students assigned to the College will work directly under members of the College's faculty.
46. Under no circumstances will USU students be in contact with patients without the supervision and direction of the College faculty or house staff. When under the College's supervision and direction, USU students may observe patient care by reviewing medical histories; observing physical examinations; recording differential diagnoses; making (for educational purposes), recommendations for diagnostic and therapeutic procedures; making recommendations for disposition of patients after discharge from the host Institution; and participation in other activities as requested by the College's Service Chief (or equivalent). All of these activities, with every patient, must be supervised by, and under the direction of, a member of the College's staff or faculty, who is responsible for that patient's care.
47. Patients' histories, observation of physical examination, and other notes recorded by students and faculty participating in the College's teaching program will become part of the patient's record in accordance with the College's regulations and other applicable guidelines.

ARTICLE 5. SUPERVISION AT HOST INSTITUTIONS

48. The Parties, including their faculty, staff, students, and all instructional sites, acknowledge that they will abide by the governing regulations in place regarding the handling of protected personal information (PPI) and protected health information (PHI) at the site in which the clinical/educational/research experience is conducted.

49. Host Institutions shall provide originating Institution with all applicable policies, procedures and regulations relating to the protection of personal health information in effect in the jurisdiction of the host Institution. The host Institution will undertake to train students, as applicable, on all applicable policies, procedures, and regulations relating to the protection of health information.

ARTICLE 6. LIABILITY/CONTINGENCY

Parties' Medical Students:

USU Students

50. The Parties recognize that medical and graduate students of USU performing pursuant to this MOU remain employees of their respective services and of the United States Government, performing duties within the course and scope of their Federal employment. Consequently, the provisions of the Federal Tort Claims Act (FTCA) (28 U.S.C. 2671 et seq.), Military Claims Act (MCA) (10 U.S.C. 2733 et seq.), and the Foreign Claims Act (FCA) (10 U.S.C. 2734 et seq.) will apply only and exclusively to allegations of negligence or wrongful acts or omissions by students while acting within the scope of their duties as Federal employees, pursuant to this MOU; and which provides that the United States may pay claims presented for negligent or wrongful acts or omissions of United States Federal employees during the scope of their employment. Title 10, US Code, section 1089, provides that any action for malpractice brought against military/federal personnel within the scope of his/her duties will be treated as an action brought against the United States Government. Employees will be covered for the period that they were an employee of the United States' Government if claims are filed after they leave the Military Service. Only the United States, therefore, is a proper party for which a claim may be filed.
51. Please forward all requests for malpractice information regarding USU students to: USU General Counsel, 301.295.3028, 4301 Jones Bridge Road, A1030, Bethesda, Maryland 20814-4799.

All Parties

52. The College will investigate complaints regarding unprofessional behavior by the student(s). The College will forward any findings, conclusions, or recommendations to the sponsoring academic department of USU, and to the Office of Student Affairs, or its equivalent, for appropriate action.
53. The Parties agree to cooperate fully in any investigation necessary for medical, disciplinary, or legal reasons.

ARTICLE 7. TERMS, RENEWAL, AND AMENDMENTS

54. The terms of this MOU shall be effective for a period of five (5) years from the date of execution (date of last signature). In the event of an administrative delay in renewing the agreement, there shall be a one-time automatic one (1) year renewal, unless either Party notifies the other Party, in writing, not less than six (6) months prior to this MOU's termination date that either Party does not wish to renew this MOU.


55. Either Party may terminate this MOU by giving six (6) months written notice of such intention to the other Party.
56. This MOU may be modified or amended, in writing, by mutual consent of both Parties.
57. The contacts given below shall be the addresses of the representative parties to whom all notices and reports required by this MOU shall be sent:

POINTS OF CONTACT

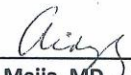
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For the University of the Philippines, Manila College of Medicine:


Carmencita D. Padilla, MD, MAHPS
Chancellor
University of the Philippines

03 FEB 2016
Date


Agnes D. Mejia, MD
Dean, College of Medicine
University of the Philippines

1.26.16
Date

For the Uniformed Services University of the Health Sciences:


Charles L. Rice, MD
President
Uniformed Services University of the Health Sciences

15 January 2016
Date

References: Public Law 92-426, Title 10 Section 2112, 2113, 2114; DoD Instruction 5105.45