

**AGREEMENT FOR RESIDENT/FELLOW PHYSICIAN PLACEMENT**

**IN A FOREIGN COUNTRY CLINICAL PRACTICE SETTING**

**FOR**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

**UNITED STATES OF AMERICA**

**AND**

**[FULL LEGAL NAME OF OTHER PARTY]**

**[NAME OF COUNTRY]**

This Agreement for Resident/Fellow Physician Placement in a Foreign Country Clinical Practice Setting (this “Agreement”) is entered into by and between The Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois, United States of America (“University”), for its Department of Graduate Medical Education in the College of Medicine at the University of Illinois Chicago, and [***Full Legal Name of the Other Party***], a(n) [***type of entity***] of [***City, Country***] (“Institution”).

The parties hereby agree to cooperate in the development of settings for the education and training of residents and fellows in the [***Residency/Fellowship Program Name***] at the Institution’s facilities. In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Program Details**
	1. **PROGRAM TITLE:** *(UIC Residency/Fellowship Program Name)*
	2. **PROGRAM DIRECTOR:** *(UIC Residency/Fellowship's Program Director Name)*
	3. **PROGRAM ACCREDITATION STATUS:** *(Current ACGME Accreditation Status)*
	4. **OBJECTIVES:** The content of the educational experiences has been developed according to ACGME [***UIC Residency/Fellowship Program Name***] Program Requirements, and include the following goals and objectives:

*(List/Attach goals and objectives)*

The faculty at Institution must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

* 1. **CLINICAL AREAS:** *(Name and address of hospital and which department)*
	2. **CLINICAL EXPERIENCES:** *(Out-patient, in-patient, special care unit, consultation, etc.)*
	3. **ADMINISTRATIVE RESPONSIBILITY:** *(Person at the Institution who has the administrative responsibility for the residents/fellows when they are there)*
	4. **EDUCATIONAL RESPONSIBILITY:** *(Person at the Institution who has the educational responsibility for the residents/fellows when they are there, including supervision, evaluation, etc.)*

During assignments to the Institution, residents/fellows will be under the general direction of the UIC-COM Graduate Medical Education Committee and [***UIC Residency/Fellowship Program Name***] Policy and Procedure Manual and Institution’s policies applicable to this program.

* 1. **NUMBER OF RESIDENTS/FELLOWS:** *(Number of residents at any time and total for the year)*
	2. **PROFESSIONAL LICENSURE:** Program and Resident/Fellow are responsible for obtaining proper licensure as requested by Institution. If Institution accepts State of Illinois licensure for resident/fellow, evidence of appropriate State of Illinois temporary licensure can be provided by the UIC Office of Graduate Medical Education.
	3. **INSTITUTION LICENSURE:** Institution represents that it has obtained and will maintain all applicable licenses, permissions, and accreditations necessary to maintain its operation.
	4. **PROGRAM SCHEDULE:** *(Length of rotations, Full or part time)*
	5. **REIMBURSEMENT & COMPENSATION:** *(Specify funding for this international elective, i.e. from CGH, Dept, UIH??)*
	6. **MEALS and HOUSING:** Resident/Fellow will be responsible for obtaining his/her own meals and housing accommodations unless Institution agrees to provide housing and/or meals to the resident/fellow or a monetary allowance for all or a portion of such costs.
	7. **UNIVERSITY INSURANCE:**  Professional liability and General Liability insurance coverage will be provided by the University in accordance with the terms, conditions, exclusions and limits of the University of Illinois Liability Self Insurance Plan (the “Plan”). Resident/fellow will not be covered by the Plan if the resident/fellow is compensated by the Institution other than for housing, travel, or meal allowances.
	8. **INSTITUTION INSURANCE:** Institution agrees to maintain professional and general liability insurance, with coverage limits for each type of policy that are commensurate with those of organizations in the country where the Institution operates that are engaged in activities similar to those of said Institution. Coverage will apply to its employees, agents, and servants with an insurance carrier acceptable to the University. Institution shall furnish the Department of Graduate Medical Education in the College of Medicine at the University of Illinois Chicago with a certificate of insurance or other written document reasonably satisfactory to the University as evidence of its insurance coverage in full force and effect. Institution shall send evidence of insurance coverage to the Department of Graduate Medical Education in the College of Medicine at the University of Illinois Chicago prior to the beginning of the resident placement.
	9. **EFFECTIVE DATES:** This Agreement shall be effective commencing on [***Month DD, YYYY***], and ending [***Month DD, YYYY***].
1. **General Provisions**
	1. **LIABILITY:** Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
	2. **TERMINATION:**
		1. Either party may terminate this Agreement for convenience by providing not less than ninety (90) days’ prior written notice to the other party.
		2. A party that defaults in performance or commits a material breach of this Agreement, including but not limited to failure to meet insurance requirements, failure to provide a supervisor who has appropriate credentials, and, if applicable, failure to maintain licensure or certification (“Defaulting Party”), shall have thirty (30) days to cure the default or breach after receiving notice from the non-defaulting party. Notice of breach must be in accordance with the provisions of Section 2.3. Notices. If the breach is not cured within the prescribed period, the non-defaulting party may terminate this Agreement by giving ten (10) days’ prior written notice to the Defaulting Party.
		3. Notwithstanding the foregoing paragraphs, residents/fellows placed at Institution at the time that notice of termination is received shall be allowed to complete their placement.
	3. **NOTICES:** To be enforceable, all notices required under this Agreement must be in writing and delivered to the party’s address, identified below, by registered or certified mail, return receipt requested, or by an overnight courier or internationally recognized express mail service with delivery receipt. Notice is effective upon receipt by the intended recipient.

Notices to Institution shall be sent to:

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Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notices to University shall be sent to:

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Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With a copy to:

UIC Office of University Counsel

1737 West Polk Street, Suite 405

Administrative Office Building, MC 225

Chicago, Illinois 60612 USA

* 1. **NON-DISCRIMINATION and ANTI-CORRUPTION:** Institution certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Agreement by reference. Each party agrees that in connection with this Agreement, it will not offer, promise, or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each party specifically 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, including the U.S. Foreign Corrupt Practices Act, or any laws applicable to Institution regarding bribery and corrupt practices.
	2. **DATA PRIVACY:** If Institution is located in the European Economic Area or the United Kingdom, prior to transferring any personal information that is subject to the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”) or the United Kingdom’s Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (“UK GDPR”) to University, Institution shall obtain the data subject’s explicit consent to the proposed transfer after informing the data subject of the possible risks of such transfer due to the absence of an adequacy decision and appropriate safeguards.
	3. **INDEPENDENT CONTRACTORS:** The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any employment, association, partnership, joint venture, or agency relationship between them.
	4. **USE OF NAME:** Without the express written permission of the other party and, if an individual’s name be concerned, of that individual, neither party shall use the name or protected marks, or any abbreviations thereof, of the other party or the name of any employee or student of the other party in any form of advertising, publicity, or commercial use, except as may be required by a party’s accrediting agencies.
	5. **INTEGRATION:** This Agreement, together with its exhibits, attachments, amendments, addenda, and incorporated references, constitutes the parties’ entire agreement regarding the subject matter, and this Agreement supersedes all previous or contemporaneous communications (oral and written) between the parties relating to the subject matter.
	6. **AMENDMENT:** No modification of this Agreement shall be effective unless made by a written amendment signed by each party’s authorized signatory.
	7. **ASSIGNMENT:** Neither party may assign its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
	8. **WAIVER and INTERPRETATION:** The failure of either party to enforce any provision of this Agreement shall not waive the party’s right to later enforce the provision or the Agreement. If any provision of this Agreement not essential to accomplishing its purpose is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement. Headings in this Agreement are intended only to assist with readability and are not substantive.
	9. **CHOICE OF LAW and JURISDICTION:** This Agreement and all claims arising out of or relating to this Agreement shall be governed and construed by application of the laws of the State of Illinois, USA, without regard to its conflicts of law provisions. All claims against University must be filed in accordance with the Illinois Court of Claims Act. Nothing in this Agreement is intended by University to waive sovereign immunity or any other defenses or immunities afforded by either or both Illinois and U.S. federal law.
	10. **CONFLICT OF INTEREST:** Institution represents that, to the best of its knowledge, there exists no actual or potential conflict between Institution’s family, business, or financial interests and its obligations under this Agreement. If a change in Institution’s family, business, or financial interests or its obligations under this Agreement create an actual or potential conflict, Institution will provide prompt written notice to University.
	11. **COMPLIANCE:** All commitments by University under this Agreement are subject to constitutional, statutory, regulatory, and accreditation limitations and restrictions binding upon University.
	12. **COOPERATION:** In the event of any third-party litigation arising in connection with this Agreement, University and Institution agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsels.
	13. **NO THIRD-PARTY RIGHTS:** Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
	14. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures constitute original signatures for all purposes.
	15. **AUTHORIZED SIGNATORIES:** The individuals signing this Agreement on a party’s behalf represent that they are authorized and intend to bind their respective parties in contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

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| **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**  | ***FULL LEGAL NAME OF OTHER PARTY***  |
|   By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  Paul N. Ellinger, Comptroller Date  |  Signature  |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  Signature of Comptroller Delegate Date  | Printed Name and Title  |
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|  Printed Name and Title of Comptroller Delegate   | Date  |