

EXCHANGE PROGRAM AGREEMENT

THIS EXCHANGE PROGRAM AGREEMENT (the "Agreement") is entered into by and between Eastern Virginia Medical School ("EVMS") and Bar Ilan University (the "Bar Ilan") (EVMS and Bar Ilan being sometimes hereinafter collectively referred to as the "Parties").

RECITALS:

A. EVMS and Bar Ilan each have a Doctor of Medicine Program (the "Program") that requires its students to obtain clinical training.

B. The Parties desire to establish an exchange program under which senior medical students ("Senior Medical Students") from each institution have the opportunity to receive a clinical educational experience at the other institution (the "Exchange Program").

C. EVMS and Bar Ilan desire to enter into this Agreement to set forth the terms of the learning experiences for Senior Medical Students selected for the Exchange Program (the "Exchange Program Students").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Assignment of Exchange Program Students. Each party shall assign one or more individuals (the "Exchange Program Coordinator") to serve for one month as a liaison for the Exchange Program and to coordinate the assignment of Exchange Program Students. The dates and availability of EVMS or Bar Ilan facilities and resources and the number of Exchange Program Students to be assigned shall be agreed upon, in advance, by the Exchange Program Coordinators. Each Exchange Program Coordinator shall retain ultimate authority for the assignment and educational experience of its Exchange Program Students and shall maintain the right to remove any of its Exchange Program Students from the Exchange Program at any time.

2. Home Institution Responsibilities. The party sending Students shall be referred to as the "Home Institution." The Home Institution shall be responsible for:

A. Overall administration of their Program, including establishment of Program curricula and maintenance of all educational records, transcripts, and reports relating to the Program or its Exchange Program Students.

B. Collecting and reviewing Senior Medical Student applications and approving only those Senior Medical Students in good standing who have satisfactorily completed the academic and clinical prerequisites necessary to successfully participate in the Exchange Program

C. Providing Host Institution with a copy of its policies and procedures, Program goals, objectives, competencies or other criteria required for experiences during the Exchange Program as

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well as any evaluation protocol(s) that the Host Institution must use to assess the performance of Home Institution's Exchange Program Students.

D. Requiring each Exchange Program Student to have medical insurance valid for use both while traveling to and from the Host Institution and while studying at the Host Institution, to cover the Exchange Program Student during the entire period of his/her participation in the Exchange Program. Costs for such services shall be borne by the Exchange Program Student.

3. Host Institution Responsibilities. The party receiving Exchange Students shall be referred to as the "Host Institution." The Host Institution shall be responsible for:

A. Providing Home Institution with any Host Institution policies, including any required immunizations, criminal background checks or other pre-attendance requirements, which will apply to Exchange Program Students.

B. Conducting Exchange Program experiences in accordance with the goals and objectives set forth by the Home Institution and completing any evaluation protocols as requested by the Home Institution.

C. Providing Exchange Program Students with an orientation to the Host Institution's facilities and with any applicable policies, procedures, or specific training (confidentiality, blood borne pathogens, etc.) required by the Host Institution.

D. Providing Exchange Program Students with the same educational support services (e.g., library access, computer lab access, etc.) as are provided to other visiting students in attendance in accordance with the Host Institution's policies and procedures.

E. Providing assistance to Home Institution in the procurement of appropriate housing accommodations for Exchange Program Students. Exchange Program Students shall be solely responsible for the cost of the accommodations and all travel expenses including meals, personal expenses and the costs of obtaining Visas or other required travel documents.

F. Forwarding a record of the courses and grades received by each Exchange Program Student to the Home Institution, as applicable.

G. Exchange Students shall be exempt from tuition and fees, except that the Host Institution may charge a reasonable registration fee to the student. In such event, the Host Institution shall notify the Home Institution of such fee in advance of the anticipated rotation.

4. Medical Treatment for Student Illness or Injury. Upon report of an accident, injury, or exposure to an infectious agent or hazardous material to Host Institution by an Exchange Program Student, Host Institution shall immediately assess the incident to determine significance and provide treatment to the Exchange Program Student subject to the following:

A. Each party shall immediately report all accidents, injuries or exposures involving Exchange Program Students to the other party's Exchange Program Coordinator and, as soon as

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reasonably practicable, will also provide copies of any incident reports documenting the circumstances of the accident, injury or exposure.

B. Medical treatment, if required, shall be provided by, or arranged through, the Host Institution. If the Host Institution is unable to directly provide care consistent with the level of injury or illness, Host Institution shall provide for the prompt and appropriate transfer or referral of the Exchange Program Student to a facility that provides the appropriate medical care. The cost of all medical treatment shall be the sole responsibility of the Exchange Program Student.

C. The parties agree that prophylactic treatment for Exchange Program Student blood exposures will be in accordance with standards established by the Centers for Disease Control and Prevention (CDC) of the United States.

5. Exchange Student Removal. Each Host Institution shall maintain the right to remove any Exchange Program Student from Experiences if his or her conduct is deemed to be detrimental to the Host Institution, its Program, faculty, employees, patients, or clients. In such event, the Host Institution shall provide the Home Institution's Exchange Program Coordinator with written notice of the proposed removal of the Student, as soon as practicable, and shall confer with the Home Institution's Exchange Coordinator in a good faith attempt to resolve the problem(s) before removal. The Host Institution may, however, remove a Student when the Student poses an imminent threat to the safety or welfare of the Host Institution, its Program, faculty, employees, patients, or clients. In such event removal of the Exchange program a Student need not be preceded by written notice. In such event, notice shall be provided to Home Institution as soon as possible.

6. Patient Care. Each party shall retain full responsibility for patient care services provided by its physicians and other practitioners and for maintaining a sufficient level of support staff to carry out all clinical service functions and patient care services. In no event shall Exchange Program Students be used by a Host Institution to perform clinical services in lieu of staff.

7. Patient Confidentiality and Other Applicable Laws. All individual patient medical records and information are and must remain under the ownership and control of the Host Institution, and must be held in strictest confidence in accordance with applicable law. Each party agrees that it remains responsible for ensuring that activities conducted at its facilities comply with applicable laws, rules, and regulations and neither party assumes any liability for the other party's failure to comply with same.

8. Term and Termination.

A. Term. The term of this Agreement shall commence on the date of last execution below and shall continue for a term of one (1) year. Thereafter, this agreement shall automatically renew for four (4) additional one (1) year terms.

B. Termination. Either party may terminate this Agreement at any time without cause upon sixty (60) days prior written notice of termination to the other party via certified mail, return receipt requested at the address provided in Section 10. To the extent permitted by law or accrediting body rules any Exchange Program Student who is currently participating in experiences

when notice of termination is given will be permitted to complete the experience as previously scheduled except as otherwise set forth herein.

9. Insurance and Indemnification.

A. *Insurance.* Each party shall at all times maintain liability coverage for their students and faculty and shall provide the other party with proof of such insurance prior to any exchange.

B. *Indemnification.* Each party will defend, hold harmless and indemnify the other party, its officers, directors, employees and agents from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments asserted against, imposed upon, or incurred by a party arising from or relating to such party's acts or omissions or willful misconduct in connection with this Agreement (collectively, the "Claims") except to the extent the claims result solely from another party's negligence or willful misconduct.

10. Notices. Any notices required under this Agreement must be in writing and shall be deemed effective upon personal delivery by telecopy, email, or private overnight carrier:

If to EVMS: Eastern Virginia Medical School
Office of the General Counsel
P.O. Box 1980
Norfolk, VA 23501-1980
ogc@evms.edu

If to Bar Ilan: Bar Ilan University
Dean Office
Henricta Szold 8 st'
ZEFAT
Z.C.13406
ISRAEL
medicine@mail.biu.ac.il

11. Independent Contractor. For the purposes of this Agreement and terms contemplated hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

12. Assignment. This Agreement and the rights and duties hereunder may not be assigned without the advance written consent of the other party, which shall not be unreasonably withheld.

13. Choice of Forum and Law. Any cause of action or proceeding that arises from, or is related to, an Exchange Student's rotation at EVMS shall be venued in Norfolk, Virginia. Any cause of action or proceeding that arises from, or is related to, an Exchange Student's rotation at Bar Ilan shall be venued in Israel.

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14. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as either is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, mandatory governmental action, pandemic or epidemic of any disease, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

15. Paragraph Headings. The titles to the paragraphs of this Agreement and any attachments hereto are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

16. Execution of Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original agreement but all of which shall be considered one instrument.

17. Severability. In the event one or more clauses of this agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

18. Survival of Provisions. The terms, provisions, and conditions of this Agreement shall be binding on the Parties and on their respective successors and any permitted assigns. Any causes of action arising from this Agreement shall survive the termination of this Agreement.

19. Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties and constitutes the entire understanding and agreement among the Parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the Parties hereto.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

EASTERN VIRGINIA MEDICAL SCHOOL


Mark R. Babashanian
VP for Administration and Finance

4/22/14
Date

Seen and Agreed:


Ronald W. Flenner, MD
Vice Dean for Academic Affairs

4/22/2014
Date

BAR ILAN UNIVERSITY


Printed Name: HAIM ANCONA
Title: BUDGET DEPARTMENT MANAGER
Bar Ilan University Ramat Gan
Israel 52900

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