

DATE

Name of partner point of contact

Dear XXX,

We are very excited to formalize our partnership through the attached agreement which UCLA refers to as a “Master Clinical Training Affiliation Agreement.” This agreement formalizes and details expectations of key learning objectives for UCLA medical trainees at XXX institution.

Please note that this Master Clinical Training Affiliation Agreement is the “umbrella agreement” for our institutions, and that there are attachments to outline more details for student and resident rotations.

In the agreement, information on indemnification is included. Because this can be a confusing topic, we have asked our legal team to include some clarifying language, which is below on the first attachment.

Please let us know if you have any questions. We look forward to continuing to build on our partnership and find ways to ensure optimum benefit for both universities!

Sincerely,

A handwritten signature in black ink, appearing to read 'Sadath Sayeed', with a stylized, cursive script.

Sadath Sayeed, MD, JD  
Director, Global Health Program  
David Geffen School of Medicine at UCLA

### **Indemnification language**

Indemnification is a common provision in many U.S. contracts. Indemnification is defined as a duty by one party to make good any loss, damage or liability incurred by another. In principle, each party should be responsible for their own wrongdoings and UCLA accepts responsibility for its own wrongdoings and those of its officers, agents and employees.

Pursuant to local laws and regulations, UCLA is not allowed to assume liability for the conduct of persons other than UCLA officers, agents and employees. Therefore, UCLA relies on a mutual indemnification provision that states each party is responsible only to the extent of and in proportion to their own wrongdoings. This approach is equitable, and saves unnecessary insurance and legal costs.

## MASTER CLINICAL TRAINING AFFILIATION AGREEMENT

This Master Clinical Training Affiliation Agreement (“Agreement”) is made and entered into by and between **XXX** (hereinafter referred to as “**XXX**” or “Host Institution”) and The Regents of the University of California, a corporation described in Article IX, Section 9, of the Constitution of the State of California, on behalf of its *UCLA David Geffen School of Medicine* (hereinafter referred to as “UCLA” or “Sending Institution”). **XXX** and UCLA shall be referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. UCLA provides educational program(s) (the “Program”) for its students and other trainees (collectively, “Trainees”).

B. **XXX** operates the healthcare facilities identified in **Exhibit A** and is willing to make such facilities available to UCLA’s Trainees.

C. WHEREAS, this Agreement is intended and shall be interpreted to meet both Parties’ standards related to affiliation agreements with clinical affiliates which require at a minimum:

- a. Host Institution will provide the Trainees, and faculty if applicable, access to appropriate resources necessary for appropriate training in the Program.
- b. Sending Institution is ultimately responsible for the clinical education program, academic affairs, and the assessment of Trainees.
- c. Sending Institution is primarily responsible for the appointment and assignment of faculty members with responsibility for teaching the Trainees in the Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**A. Responsibilities of the Sending Institution**

1. Program Curriculum. The academic and education aspects of the Program are set forth by the Sending Institution in Exhibit B.
2. Program Faculty. The Sending Institution’s representative for this Agreement shall be a faculty member appointed and assigned by the Sending Institution, who will be responsible for implementation of the Program.
3. Trainee Health Insurance. The Sending Institution will ensure all Trainees maintain health insurance and can provide proof of health insurance to the Host Institution upon request.
4. Immunizations. The Sending Institution will require all Trainees to have obtained and documented appropriate immunizations on file with the Sending Institution.
5. Compliance with Rules. The Sending Institution will advise Trainees that they are required to comply with Host Institution rules, regulations, and procedures applicable to the Program.

**Commented [LJM1]:** Note to UCLA: need to insert either the PLA or Medical Student attachment as Exhibit B.

**B. Responsibilities of the Host Institution**

1. Appropriate Environment. The Host Institution has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Host Institution will provide trainees and faculty with access to appropriate resources in furtherance of the goals stated herein.
2. Status of Trainees. The Host Institution will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Institution’s facilities, Trainees will have the status of Trainees; are not to replace Host Institution staff; and, are not to perform unsupervised patient care and/or services.
3. Orientation. The Host Institution will provide for the orientation of Sending Institution participating Trainees as to the Host Institution rules, regulations, policies, and procedures.
4. Workplace Safety. The Host Institution agrees to comply with applicable state/Federal/national workplace safety laws and regulations. In the event a Trainee is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at the Host Institution, the Host Institution, upon notice of such incident from the Trainee, will provide the same level of emergency care that it provides its employees. In the event that Host Institution does not have the resources to provide such emergency care, Host Institution will

refer such Trainee to the nearest emergency facility. The Sending Institution will define, for its Trainees, who has financial responsibility for any charges generated.

5. Legal Claim. The Host Institution will provide written notification to the Sending Institution promptly if a legal claim arises involving a Trainee.

6. Removal of Trainee. Host Institution may immediately remove a Trainee from the Host Institution's facilities and retains the right to suspend or end any Trainee's participation at the Host Institution if the Trainee presents a risk to the health or safety of any individual or materially breaches the rules and policies of the Host Institution. The Host Institution will immediately notify the appropriate office of the Sending Institution if such an action is required and the reasons for such action.

### **C. Mutual Responsibilities**

1. Patient Confidentiality. Both Parties shall advise their respective Trainees, faculty, and staff of their obligations to maintain the confidentiality of patient records and information imparted during the training experience.

2. Cooperation. The Parties will work together to maintain an environment of high quality patient care. At the request of either Party, a meeting or conference will promptly be held between Sending Institution and Host Institution representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. Non-Discrimination. Neither party will discriminate in the selection or acceptance of any Trainee pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status, or citizenship, within the limits imposed by applicable law.

4. Indemnification. Host Institution shall defend, indemnify and hold UCLA and its officers, employees, and Trainees harmless from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees ("Claims") in proportion to and to the extent that such Claims arise out of or are caused by the negligent or intentional acts or omissions of Host Institution, its officers, directors, employees or agents in connection with this Agreement.

UCLA shall defend, indemnify and hold Host Institution and its officers and employees harmless from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees ("Claims") in proportion to and to the extent that such Claims arise out of or are caused by the negligent or intentional acts or omissions of UCLA, its officers, employees or Trainees in connection with this Agreement.

In the event of medical litigation brought in the Host Institution's country in connection with this Agreement, Host Institution shall provide the primary defense and indemnity at the discretion of UCLA and in the event UCLA exercises such discretion, Host Institution shall be solely responsible and shall bear full corresponding legal fees and civil liability for both parties. Host Institution shall not enter into any settlement or compromise without first obtaining UCLA's consent, which consent shall not be unreasonably withheld.

5. Benefits. The Parties acknowledge that Trainees of UCLA will have no claim under this Agreement, or otherwise, for workers' compensation, or any other employee benefits from XXX.

#### **D. Term and Termination**

1. Term. The term of this Agreement shall become effective from the last dated signature and shall continue in effect for five (5) years unless terminated earlier.

2. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either Party upon at least ninety (90) days' prior written notice to the other Party or upon completion of the Trainees' rotation, whichever is greater.

3. Termination for Breach. In the event of a material breach of this Agreement, the aggrieved Party may terminate this Agreement by giving at least thirty (30) days' prior written notice of termination to the breaching Party. If the breach is not cured to the satisfaction of the aggrieved Party, the Agreement shall terminate at the end of the thirty (30) day period.

#### **E. Insurance**

Each Party shall each maintain, in a manner compatible with its local practices, funds or insurance policies with coverage territory inclusive of the United States of America and its territories, to cover its activities in connection with the Program. Upon written request, each Party shall provide proof of insurance to the other Party. In addition, throughout the Term, each Party will maintain its usual and customary insurance or self-insurance for its own employees and operations including but not limited to workers' compensation, professional liability, and public or general liability insurance with amounts sufficient to cover each Party's obligations and liability under this Agreement.

#### **F. Interruption in Service**

Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not

limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

**G. No Assignment**

Neither Party shall assign its rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

**H. Waiver**

A Party's inaction with respect to a breach by the other Party of one provision of this Agreement will not be a waiver of any subsequent breach of the same or any other provision.

**I. Modifications and Amendments**

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties. XXX and UCLA agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

**J. Notices**

Whenever notice is required or permitted to be given hereunder, such notice shall be in writing and shall be deemed to have been given (i) upon personal delivery, or (ii) twenty-four (24) hours following deposit for overnight delivery with a nationally recognized courier service, or (iii) forty-eight (48) hours following deposit in the United States mail, first class, postage prepaid, certified or registered mail, return receipt requested to the parties at the addresses set forth below or such other addresses as either party may provide to the other from time to time in the manner set forth herein.

**If to UCLA:**

Sadath Sayeed, MD, JD  
Director, Global Health Program  
David Geffen School of Medicine at UCLA  
885 Tiverton Drive, Suite 300, Los Angeles, CA 90095

**If to XXX:**

Name

Title

XXX

Address

**K. Entire Agreement**

This Agreement and the Exhibits attached hereto contain all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

**L. Use of Name**

Neither Party shall use the name of the other, including the names The Regents of the University of California, UCLA, Ronald Reagan UCLA Medical Center, or similar references to the same, without the prior written approval from an authorized representative of that Party, in accordance with applicable law, including California Education Code Section 92000.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties hereto on the dates indicated below.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS DAVID GEFFEN SCHOOL OF MEDICINE AT UCLA (“UCLA”)**

**Name:** Cindy Fan

**Title:** Vice Provost for International Studies and Global Engagement, UCLA

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**Name:** Steven M. Dubinett, MD

**Title:** Dean, David Geffen School of Medicine, UCLA

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**XXX INSTITUTION**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Signature**

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**EXHIBIT A**

**XXX** operates the following healthcare facilities that will be used for the rotations of UCLA Trainees under this Agreement:

**XXX**

**Address**

**UCLA Representative:**

\_\_\_\_\_  
**Signature**

Steven M. Dubinett, MD  
Dean  
David Geffen School of Medicine, UCLA

**XXX Representative**

\_\_\_\_\_  
**Signature**

Name:

Date: \_\_\_\_\_

**Exhibit B**

**Commented [LJM2]:** Note to UCLA: need to insert either the PLA or Medical Student attachment here as Exhibit B.