



MEMORANDUM OF UNDERSTANDING

between

YENEPOYA UNIVERSITY

and

CENTROSCULTURALES DE MÉXICO, A.C.,

OWNER OF

UNIVERSIDAD PANAMERICANA

Yenepeya University, Deralakatte, Mangalore, India and Universidad Panamericana, Mexico City, Mexico, wishing to formalize institutional collaborations and promote the enrichment of their education, training and research programs, agree to establish a cooperative agreement in accordance with the terms and conditions set forth in this Memorandum of Understanding (hereinafter referred to as MoU), which is entered as of this first day of December Two thousand and fourteen. (the effective date).

I. Scope of Cooperation

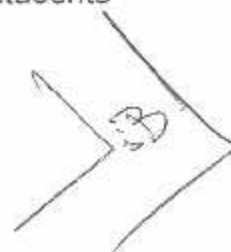
The areas of cooperation include, subject to mutual written consent, any program offered at either University that Yenepeya University and Universidad Panamericana agree would be feasible and would contribute to the fostering and development of the cooperative relationship between the two parties.

II. Area of Cooperation

All cooperative programs, activities, and projects shall be subject to the availability of funds and the pre-approval of Yenepeya University and Universidad Panamericana. Programs, activities and projects may include:

1. Special short-term academic programs, including study abroad and student exchanges
2. Curriculum development
3. Participation in seminars and academic meetings
4. Exchange of faculty members and students

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5. Exchange of academic materials and other information
6. Collaboration on research grants
7. Other programs mutually agreed upon

The terms applicable to any specific program or activity implemented under this MoU shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity. Any such program-specific agreement will be attached to this MoU and subject to the provisions herein.

III. Definitions, Rules and Regulations

a. Definitions

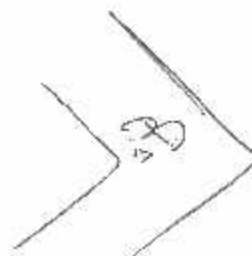
In this agreement "home institution" shall mean the University from which the student intends to graduate; and "host institution" shall mean the University that has agreed to receive the exchange student from the home institution. The definition of a "student" is any individual enrolled in undergraduate, graduate (i.e. medical and master's degree students), or post graduate (i.e. medical residents and fellows) studies. "Faculty" is defined as part time, full time, and adjunct teaching and/or research faculty in any of the institutions/centres of the respective universities.

b. Point of contact

Each institution shall appoint a coordinator who will be the point of contact with participating students, the home institutions, and as necessary, with any other individuals within the host institution. It will be the responsibility of the coordinator to advise students, or designate an appropriate academic advisor to oversee the student's progress and to assist them in their interactions with faculty and administrators. The coordinator will also be responsible for providing exchange students with necessary information concerning housing visas, transportation, and other related questions.

c. Rules and Regulations

Participating students and faculty members will abide by the policies, rules and regulations in effect at both institutions as set forth in the student handbooks/prospectus, or any other applicable policies of the respective institutions. Students and faculty members whose academic work or behavior is deemed not suitable may be terminated from participation by either institution's Program Director. In case where a decision is made unilaterally, the Program Director making the decision



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shall promptly notify the other institution's Program Director of the termination and the reason(s) therefore.

d. Incident Reporting

Each institution agrees to immediately report to the other, verbally and in writing, any emergency, accident, injury, crisis, incident, complaint, crime, disciplinary violation or allegation involving an exchange student or faculty member, as well as any academic behavioral or disciplinary problem, allegation or proceeding involving an exchange student or faculty member during or in connection with the Program(s) contemplated herein.

IV. Medical Student Exchange Program

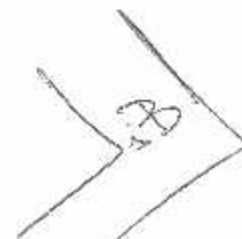
Yenepoya University and Universidad Panamericana agree to establish a medical student exchange. The purpose of this exchange is to introduce students of the two countries to each other's educational and healthcare systems, and to strengthen their knowledge and practical skills.

a. Medical Student Eligibility

Depending on their background and skills, Yenepoya University medical and graduate students may participate in this program at any time after the completion of their second phase (fifth term). Universidad Panamericana students must have completed the required clerkships in Internal Medicine, Surgery, Pediatrics, and Obstetrics & Gynecology prior to visiting Yenepoya University for a clinical rotation. In consultation with and under the supervision of Yenepoya University and Universidad Panamericana faculty, students may conduct research in public health or clinical projects, or participate in clinical electives or rotations, within the framework of the national regulations, as applicable. Medical students (as observers) will attend classes and practical training according to the curriculum and rules and regulations of the host University.

b. Selection of Participants

The home institution will screen its applicants for the exchange. Each institution will send the proposed students' applications at least six months prior to the start date. The host institution will determine the admission status for each exchange student applicant. Universidad Panamericana may send up to eight medical students to Yenepoya University for single rotation for up to eight weeks each year. Yenepoya University may



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send up to eight medical students to Universidad Panamericana for a single rotation for upto eight weeks each year.

c. Duration

Clinical rotations and electives will last for a minimum of four weeks and a maximum of eight weeks. By prior request and appropriate permission it may be extended to a maximum of twelve weeks.

d. Language proficiency

The exchange students must satisfy the language proficiency required or appropriate to their proposed experience abroad, as determined by the program coordinators at both institutions.

e. Health Insurance

To be eligible to participate in the program, all students must purchase the medical insurance required by the host institution or demonstrate to its satisfaction that medical insurance carried by or on behalf of such students is sufficient for all purposes. The costs of any health insurance required, as well as any medical expenses not covered by such insurance, shall be the personal responsibility of the student.

f. Housing

Each school will provide information to the students regarding housing, but it is the sole responsibility of the students to cover housing costs.

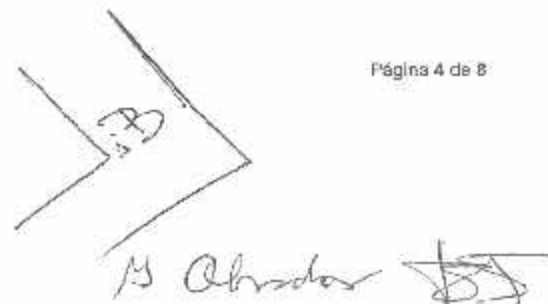
g. Transcripts and Evaluation

All students will have course evaluations sent by the host institution to the home institution. Students will receive official transcripts from their home institution. Separate arrangements must be agreed upon by both institutions regarding student participation in host institution degree programs.

h. Finances

Students must be registered and pay tuition and other required fees at their home institution. Administrative fees for applicants coming from either institution will be waived. Students will be responsible for the following:

1. Room and board expenses



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2. Transportation to and from the host institution
3. Text books
4. Passport and visa costs
5. Health insurance and
6. All other expenses incurred during the course of the program

V. Research Activities

Yenepoya University and Universidad Panamericana agree to collaborate on research activities. The purpose of these activities is to promote cross-institutional research joint submission of grants, which may involve students, faculty as well as medical residents and fellows.

a. Point of Contact

Each institution will appoint a Principal Investigator to oversee the collaborative research activities being conducted within each institution per grant specifications and requirements, including Institutional Review Board and Ethics Committee submissions.

b. Sponsored Research and Grants

For all research grant collaborations, participating faculty will abide by the policies, rules, and regulations in effect at both institutions and/or by any stipulations stated in the grant. This includes, but is not limited to, costs and activities related to travel, personnel, material development, procurement of supplies, and Institutional Review Board and Ethics Committee requirements.

Research grant collaborations will have separate financial guidelines and policies specific to the grant. Research grant collaborations will have separate termination and amendment guidelines and policies specific to the grant.

c. Faculty Exchange

Faculty exchanges will be for a minimum of one week and a maximum of two months unless alternative arrangements are mutually agreed upon. All the terms and conditions specified for student exchange above are applicable to faculty exchange

d. Intellectual Property

Before beginning any collaborative research or any faculty exchange in which faculty may conduct research activities at the host institution, the parties will agree, in writing, on



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matters relating to any intellectual property that may be developed through such research. All intellectual property owned by one of the participating institutions prior to any collaborative research or faculty exchange shall remain the exclusive property of that institution and shall not be used by another institution for its benefit except as expressly permitted by the owning institution.

e. Logos

The parties agree that they can use the brand, logo or emblem of either institution exclusively to promote the object of this agreement, however, both parties agree to stop right away, if so required by the counterparty by any means.

VI. Indemnification & Insurance

Both parties agree to defend, indemnify and hold harmless the indemnified party and any of its trustees, officers, agents and employees of and from any loss, cost, damage or expense incurred as a consequence of damage to property, personal injury or death, arising or alleged to have arisen out of or in connection with, the indemnifying party's performance of this Agreement, together with any legal and related expenses which may be incurred by the indemnified party in defending such claims, unless such loss results solely from the negligent acts or omissions of the indemnified party.

Yenepoya University and Universidad Panamericana shall provide each other with evidence, in the form of a certificate of insurance, of insurance in effect for comprehensive general liability and professional liability covering bodily injury (including death), personal injury, property damage and the allegation of professional malfeasance in the arrangement of insurance coverage pursuant to this Agreement. The insurance carrier and amounts shall be subject to approval by Universidad Panamericana and Yenepoya University, respectively, at the time of each exchange/visit.

VII. Nondiscrimination

Yenepoya University and Universidad Panamericana do not discriminate or permit discrimination by any student or member of its community against any individual on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, parental status, marital status, age, disability, citizenship, or veteran status in matters of admissions, employment, housing, or services or in the educational programs or activities it operates. Any programs developed pursuant to this MoU shall be subject to, and comply with, both parties' policy of nondiscrimination.



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VIII. Legal Compliance

The host institution shall be responsible for program compliance with all applicable laws of its country, including but not limited to employment, taxation, nondiscrimination, copyright, etc. Students and faculty shall be individually responsible for compliance with any applicable immigration laws.


Personal Data. In the event that the parties, in order to give full effect to the purpose of this agreement, should come to have access to personal data which responsibility rests with the counterparty, hereby undertake to: (i) treat such personal data only for purposes development of academic collaboration, (ii) not to process personal data for purposes other than the purpose instructed by the counterparty, (iii) implement security measures under the laws of matter, (iv) maintain confidentiality regarding the personal data processed, (v) remove the personal data processed once the appropriate academic collaboration, and (vi) Refrain from transfer or communicate personal data submitted by the counterparty, except with the prior express permission writing of the latter, or the communication of data resulting from an order of the competent authority. In the latter case the disclosing party shall inform the party responsible for personal data prior to the transfer thereof to such responsible party takes the measures it deems appropriate.

IX. Force Majeure

Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed because rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limitation earthquakes, governmental regulation, fire, flood, labor difficulties, etc., provided the party promptly notifies the other party of the delay.

X. Governing Law

In the event of a dispute arising out of or related to this contract or its operation, performance or non-performance, the parties agree to make a good faith effort to amicably resolve their dispute on mutually acceptable terms via negotiation. If that should prove unsuccessful after thirty (30) days, then the parties agree to submit their dispute to non-binding mediation in a mutually agreeable location, utilizing a neutral



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third party mediator acceptable to both parties to attempt to facilitate a mutually acceptable settlement of the dispute.

XI. Renewal, Termination and Amendment

This agreement shall remain in force for a period of five years from the date of the last signature, with the understanding that it may be terminated by either party giving three months' advance written notice to the other party. The agreement may be extended or amended only by mutual written consent of the two parties. Such amendments, once approved in writing by both institutions, will become part of this Memorandum of Understanding.

Name, Designation and Signature of the duly appointed coordinators:

For Yenepoya University


Dr Vina Vaswani
Director
Centre for Ethics
Coordinator Yenepoya University



For Universidad Panamericana


Dr. María de la Luz Casas Martínez
Coordinator

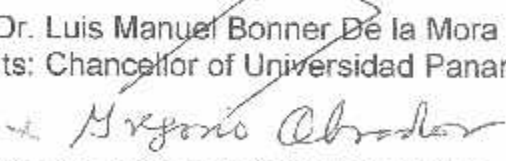
Name, Designation, Signature and Seal of the authorized University signatories:

For Yenepoya University


Dr. Raghuvir CV
Registrar
Yenepoya University
University Road, Geratakatte
100 109 019 - 575 019
Registrar



For Universidad Panamericana


Dr. Luis Manuel Bonner De la Mora
Its: Chancellor of Universidad Panamericana
Dr. Gregorio Tomás Obrador Vera
Dean of the Faculty of Medicine

