

Faculties of Pharmacy: Szeged and Toledo

INTERNATIONAL ACADEMIC EXCHANGE AGREEMENT

FOR PHARMACY AND PHARMACEUTICAL SCIENCES

THIS INTERNATIONAL ACADEMIC EXCHANGE AGREEMENT (this "Agreement") effective as of the date of last signature below (the "Effective Date") is made between The University of Toledo, Toledo, Ohio, USA, (hereinafter "Toledo") and University of Szeged, Szeged, Hungary (hereinafter "Szeged"). Toledo and Szeged are individually referred to as "Institution" and collectively referred to as "Institutions". "Sending Institution" means the Institution at which the exchange students are enrolled and exchange faculty are employed. "Receiving Institution" means the Institution that receives the exchange students and exchange faculty.

WHEREAS, the Institutions are located in international sister cities and have a longstanding academic exchange relationship as it relates to pharmacy and pharmaceutical sciences and have entered into a previous College Exchange Agreement Prepared April 3, 2007 ("Prior Agreement"); and

WHEREAS, the Institutions wish to create this Agreement as the definitive agreement specifying the terms and conditions related to the exchange of students and faculty as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Institutions agree as follows:

1. OBJECTIVE OF THE AGREEMENT

Activities under this Agreement are limited to the international exchange and participation of undergraduate and graduate pharmacy and pharmaceutical sciences students enrolled at their Sending Institution ("Exchange Students") and exchange faculty employed by their Sending Institution ("Exchange Faculty") for the purposes listed below ("Exchange Program"). Exchange Students and Exchange Faculty are collectively referred to as "Participants". The Institutions through the Exchange Program shall be establishing a mutually-beneficial educational and pedagogical relationship by:

- 1.1. Broadening the experiential education of Exchange Students;
- 1.2. Continuing goodwill and cultural ties for the Institutions, Participants and sister cities;
- 1.3. Enhancing the learning environments for domestic students of Receiving Institution; and
- 1.4. Fostering future exchange of scholarship and research as Exchange Students continue on to become teachers and leaders in their home countries.

2. STUDENT LEARNING EXPERIENCE

- 2.1. Sending Institution, in collaboration with Receiving Institution, shall design, implement, administer and develop goals and objectives for the experiential education of Exchange Students at Receiving Institution. English shall be the primary language for the Exchange Program.
- 2.2. Sending Institution is responsible for communicating Exchange Program objectives and working with Receiving Institution liaison, as provided for in Section 6.below, to implement the Exchange Program at Receiving Institution and select appropriate experiential education.
- 2.3. Receiving Institution shall provide supervision to all Students during the academic portion of the Exchange Program.
- 2.4. As applicable, each Institution shall assume full responsibility for the care and welfare of its patients and clients.
- 2.5. Participation in the Exchange Program does not constitute later admission as a regular student to Receiving Institution nor does it establish residence.
- 2.6. Academic credit for the Exchange Program and relevant documentation requirements are the sole responsibility of Sending Institution. Receiving Institution shall not issue academic credit to the Exchange Students.
- 2.7. Receiving Institution agrees to evaluate Students in a timely manner as reasonably requested by Sending Institution.

3. FACULTY EXCHANGE

- 3.1. No Exchange Faculty is expected to, nor shall receive, a faculty appointment from Receiving Institution.
- 3.2. Receiving Institution's acceptance of Exchange Faculty shall be as determined solely by Receiving Institution. The purpose of Exchange Faculty must be limited to teaching or cooperative research.

- 3.3. Receiving Institution shall not be responsible for Exchange Faculty compensation. Sending Institution remains responsible for the administration of any payroll, taxes, benefits and other financial obligations of Sending Institution.
- 3.4. Sending Institution shall ensure Exchange Faculty compliance with immigration regulations of Receiving Institution.

4. PLACEMENT AND REMOVAL

- 4.1. Each Institution shall only nominate potential participants for inclusion under this Agreement that have already commenced their education or employment with Sending Institution, as applicable, and are well known to Sending Institution.
- 4.2. The number, placement, and duration of Participant placement hereunder is subject to Receiving Institution's advance written approval.
- 4.3. Sending Institution shall ensure that Participants meet the required vaccination or other health measures in connection with the visit abroad and as may be required and communicated by Receiving Institution.
- 4.4. Participants must be in good academic or employment standing, as applicable, throughout their placement under this Agreement.
- 4.5. Placement at Receiving Institution is limited to Participants only and does not extend to their spouses and dependents.
- 4.6. Both Institutions retain sole discretion to dismiss a Participant from the Exchange Program at any time upon notice to the other Institution for Participant's failure to maintain appropriate standards of conduct according to Receiving Institution's policies. Notice of dismissal must be in writing and sent to the other Institution as provided for under Section 16. below.
- 4.7. Dismissed Participants may be expelled from campus housing and escorted off campus by a designated official. Receiving Institution is not responsible for any travel arrangements or fees incurred.
- 4.8. Any disciplinary proceedings against the Participants shall be conducted by Sending Institution in accordance with Sending Institution's policies and procedures.

5. ORIENTATION

Sending Institution shall provide its Participants with a detailed briefing on Receiving Institution prior to arrival at Receiving Institution. This briefing shall include relevant information on: Receiving Institution; host country; anticipated costs likely to be incurred by the Participants; as well as, other general orientation information. On arrival, Receiving Institution shall provide the Participants with the appropriate orientation to the host country and Receiving Institution.

6. EXCHANGE LIAISON

Each Institution shall designate a liaison to develop and coordinate activities relative to the Exchange Program, to include, but not be limited to the following:

- 6.1. Selection, approval, assignment and orientation of Participants;
- 6.2. Review and preparation of objectives for the Exchange Program;
- 6.3. General program administration and requirements under this Agreement to include: library access, internet access, physical space, facilities and such other office equipment, furniture, fixtures, laboratory equipment and expendable supplies necessary to implement the Exchange Program;
- 6.4. Housing and transportation accommodations;
- 6.5. Communications between the Institutions; and
- 6.6. Address concerns regarding the Exchange Program for mutual resolution.

7. RESEARCH AND PUBLICATION

- 7.1. Should any collaboration between the Institutions result in any potential for intellectual property, the Institutions shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Institutions.
- 7.2. The Institutions agree that any joint research or other research related projects proposed to be developed or implemented under this Agreement which impose a financial obligation on either Institution, shall require a separate, individual written agreement. Such subsequent agreements shall set out the details of the conditions and understandings of the Institutions for each such proposed collaboration and shall be developed in collaboration with appropriate authorities.
- 7.3. All publications resulting from the collaboration between the Institutions under the terms and conditions of this Agreement must give recognition to this Agreement and relevant Exchange Faculty. The Institutions agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the Institutions in connection with this Agreement.

8. ADDITIONAL IMPLEMENTING AGREEMENTS

The Institutions may explore the possibility of the creation of additional exchange programs or other collaborations between various units of the Institutions. Such additions shall be covered by developing a new and separate exchange agreement between the Institutions.

9. OCCUPATIONAL EXPOSURE

In the event of Participant exposure to infectious or environmental hazards, or other occupational injuries as a result of their placement under this Agreement, Participant shall seek immediate medical attention from Receiving Institution consistent with Receiving Institution's occupational exposure procedures. Such emergency care shall be provided at usual or customary charges at the Participant's expense.

10. EXPENSES

- 10.1. Participants shall be solely responsible for the cost of travel expenses to and from the Receiving Institution, accommodations in the host country, food, all books, equipment, consumables, hospitalization, health insurance, and other incidental expenses. Receiving Institution bears no responsibility for providing funds to any Participant for any purpose except as expressly provided in this Agreement or approved in advance and in writing by the Institutions.
- 10.2. Each Student must register with, and pay tuition and other required fees to Sending Institution, as applicable. Receiving Institution shall not charge the Exchange Student any tuition fees for hosting the Exchange Program.
- 10.3. It is specifically agreed that neither Institution shall be responsible for costs and expenditures incurred by the other in the conduct of the Exchange Program except as expressly provided in this Agreement or approved in advance and in writing by the Institutions.

11. HOUSING AND ACCOMMODATIONS

Receiving Institution shall facilitate the arrangement of lodging for Participants, but all expenses incurred for travel, lodging, and other incidental costs associated with housing and accommodations and personal expenses shall be borne by each individual Participant.

12. TERM AND TERMINATION

- 12.1. This Agreement shall be effective upon the Effective Date identified above and remain in effect for a period of five years or until terminated as provided for herein. This Agreement may be renewed upon the advance written approval of both Institutions. This Agreement may be terminated by either Institution at any time for any reason upon 30 days' advance written notice.
- 12.2. In the event of early termination, the Institutions shall make every effort to temporarily continue this Agreement or make substitute arrangements to allow Exchange Student to continue their training and education at Receiving Institution for the balance of Receiving Institution's academic year.

13. INSURANCE

- 13.1. Sending Institution shall ensure that its Participants obtain and maintain comprehensive health insurance including medical evacuation and repatriation benefits when participating under this Agreement with minimum coverage as specified below in US dollars. Such insurance shall provide worldwide coverage for Participants. Sending Institution shall provide certificates of coverage or other documents evidencing the coverage upon request.

Medical Expense (accident/sickness)—\$100,000 per incident

Accidental Death/Dismemberment—\$10,000

Emergency Medical Evacuation—\$50,000

Repatriation of Remains—\$25,000

- 13.2. Toledo shall provide its Participants with professional liability insurance coverage for claims which may arise as a result of the actions undertaken or performed, or failed to be undertaken or performed, by its Participants under this Agreement. Such professional liability insurance shall provide worldwide coverage for Participants, provided that any claim and any legal proceeding is pursued within the United States of America.
- 13.3. Szeged shall provide Participants with professional liability insurance coverage for claims which may arise as a result of the actions undertaken or performed, or failed to be undertaken or performed, by the Participants under this Agreement. Such professional liability insurance shall provide worldwide coverage for Participants.
- 13.4. The Institutions shall provide to the other, upon request, certificates of insurance or other documents evidencing the required insurance coverage.

14. RESPONSIBILITY

The Institutions agree to be responsible for any negligent acts or omissions arising out of this Agreement by or through itself or its employees and the Institutions further agree to defend itself and pay any judgments and costs arising out of such negligent acts or omissions.

15. COMPLIANCE WITH LAW AND INSTITUTION POLICIES

- 15.1. The Institutions and all Participants under this Agreement are required to comply with all applicable federal, state and local government statutes, ordinances and regulations, and Receiving Institution policies and procedures, including, but not limited to laws and regulations regarding patient health information, student records, health and safety and immigration regulations.

- 15.2. Receiving Institution agrees to identify and provide Sending Institution with access to its policies and procedures which apply to the Exchange Program which Sending Institution shall share with its Participants.

16. NOTICES

Any notice to either Institution hereunder must be in writing signed by the Institution giving it, and shall be deemed given when mailed postage prepaid by postal service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Toledo: The University of Toledo
Dean College of Pharmacy and Pharmaceutical Sciences
3000 Arlington Avenue
Health Science Campus
Frederic and Mary Wolfe Center
MS 1013
Toledo, Ohio 43614-5805

To Szeged: University of Szeged
Dean's Office of Faculty of Pharmacy
6720. Szeged, Zrinyi u. 9, Hungary

17. PUBLIC RECORDS

Szeged understands that any records kept or maintained by Toledo, including the Prior Agreement and this Agreement and any research activities hereunder, may require disclosure under Ohio's Public Records Act, R.C. § 149.43 and Ohio law and Szeged consents to such disclosure.

18. EXPORT CONTROL

Both Institutions shall comply with the United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and agree that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979, and Office of Foreign Assets Control Regulations). If either Institution desires to export any technical data, computer software, laboratory prototypes and/or other commodities controlled by the U.S. export laws to the other Institution, the exporting Institution shall obtain the required authorization from the US governments.

19. MISCELLANEOUS

- 19.1. Neither Institution to this Agreement shall discriminate in employment or educational programs on the basis of race, color, religion, sex, age, ancestry, national origin, sexual orientation, gender identity and expression, military or veteran status, disability, familial status, political affiliation, or participation in protected activity.

- 19.2. Nothing herein shall be construed to create an agency relationship between the Sending Institution and Receiving Institution, or any employment relationships between the Institutions for any faculty or staff member participating under the Exchange Program. The Institutions are independent contractors and no legal relationship is intended by this Agreement.
- 19.3. Neither Institution may use any identifying marks of the other without the express written permission of the other Institution.
- 19.4. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
- 19.5. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- 19.6. This Agreement contains the entire agreement between the Institutions and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Institution. This Agreement supersedes any and all previous agreements on the subjects hereto, whether written or oral, between the Institutions.
- 19.7. Unless otherwise expressly set forth in this Agreement, the terms and conditions set forth in this Agreement apply only to the exchange of Participants hereunder. To the extent that this Agreement conflicts with the Prior Agreement, the terms and conditions of this Agreement shall control.
- 19.8. This Agreement shall be interpreted in accordance with the laws of the state of Ohio applicable to agreements made and to be performed entirely within the state of Ohio, without giving any effect to any conflicts or choice of laws principles. Any action or proceeding against either Institution hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the Institutions hereto consent to the exclusive jurisdiction of such courts.

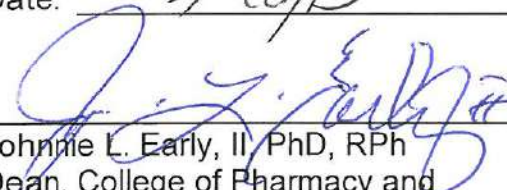
INTENDING TO BE LEGALLY BOUND by signing below, each Institution has caused this Agreement to be signed by their authorized representatives.

THE UNIVERSITY OF TOLEDO



John A. Barrett, Jr., JD
Interim Provost and Executive Vice
President for Academic Affairs

Date: 5/20/15



Johnnie L. Early, II, PhD, RPh
Dean, College of Pharmacy and
Pharmaceutical Sciences

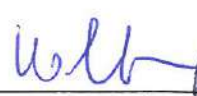
Date: 05/26/15

UNIVERSITY OF SZEGED



Gábor Szabó, DSc
Rector, University of Szeged

Date: 05/28/2015



Judit Hohmann, DSc
Dean, Faculty of Pharmacy, University
of Szeged

Date: 05/26/2015