



**UNIVERSITAS
INDONESIA**

Veritas, Probatas, Justitia



**EXCHANGE RESIDENT AND STAFF AGREEMENT
ON ORTHOPAEDIC COOPERATIVE EDUCATION PROGRAM
BETWEEN
UNIVERSITAS INDONESIA, REPUBLIC OF INDONESIA
AND
FACULTY OF MEDICINE, CHIANG MAI UNIVERSITY, THAILAND**

No: 11/AOI/FK/UI/2015

UNIVERSITAS INDONESIA an institution of higher learning which was stated as university that organized by government based on government regulation No.68 year 2013, domiciled at Jl. Salemba Raya 4, Jakarta. In this matter represented by **Dr. dr. Ratna Sitompul, SpM (K)**. in her capacity as Dean of Faculty of Medicine pursuant to Delegation Letter from Rector of Universitas Indonesia No. 44/SP/R-FK/BLLH/2015 and now therefore lawfully act for and on behalf of Universitas Indonesia (hereinafter referred to as "**UI**").

and

CHIANG MAI UNIVERSITY, domiciled at 110 Intrawarorot Road, Sripum, Muang Chiang Mai 50200, Thailand. In this matter represented by **Assoc. Prof. Watana Navacharoen, MD** in his capacity as Dean of Faculty of Medicine, and therefore lawfully acting for and on behalf of Chiang Mai University (hereinafter referred to as "**CMU**"), collectively referred to hereinafter as the "**Parties**" and individually as the "**Party**".

WHEREAS:

1. The Parties agree to enter into an agreement for Orthopaedic Cooperative Education and Research Relationship (hereinafter called "Agreement");
2. The Parties agree to implement the Agreement under the terms and condition hereinafter set forth.

NOW, THEREFORE, for and in consideration of their mutual promises and undertakings, the Parties agree as follows:

**ARTICLE 1
PURPOSE AND OBJECTIVE**

- (1) The purpose of this Agreement is establish relationship regarding Orthopaedic Cooperative Education between Orthopaedic and Traumatology Resident Program Faculty of Medicine Universitas Indonesia in the Indonesia and Department of Orthopaedic Surgery, Faculty of Medicine of Chiang Mai University in Thailand.
- (2) The following Agreement will operate to evolve a partnership in the spirit of friendship and on the basis of equality and mutual benefit.

ARTICLE 2 DEFINITION

In this agreement the following terms have the following meanings:

- a. The "Home University" is the University in which the student is originally enrolled.
- b. The "Host University" is the University to which the exchange student is attached for the duration of his exchange.
- c. The "Clinical Attachment" is clinical placement in which orthopaedic residents is attached to a named supervisor in orthopaedic clinical unit for a specified period of time.
- d. The "Clinical Fellowship" is professional qualification to practice as orthopaedic surgeon under direct supervision in subspecialty training and for a specified period of time.
- e. The "Short Term Clinical Fellowship" is clinical fellowship in the course of under three months
- f. The "Full Term Clinical Fellowship" is clinical fellowship in the course of four until twelve months.
- g. The "Orthopaedic Resident" is medical doctor undergoing residency training.
- h. The "Orthopaedic Staff" is orthopaedic surgeon who is registered as academic staff either in Department of Orthopaedic and Traumatology, Faculty of Medicine, UI or Department of Orthopaedic Surgery, Faculty of Medicine of Chiang Mai University.
- i. The "Clinical Associate" is orthopaedic resident undergoing clinical attachment.
- j. The "Fellow" is orthopaedic staff who is participating in clinical fellowship, after the completion of residency training.
- k. The "Program Coordinator" is host university staff who manages the education schedule for the clinical associate and fellowship.
- l. The "Supervisor" is host university staff appointed by Program Coordinator who is responsible to the learning process of clinical associate and fellowship.
- m. The "Division or Section of orthopaedic" is the branch or part of orthopaedic department in home or host university that is responsible for or look after certain subspecialty, such as orthopaedic trauma, hand and microsurgery, adult reconstruction, spine, oncology, pediatric, sports medicine, etc.

ARTICLE 3 SCOPE OF ACTIVITIES

The scope of activities of the Agreement shall include activities, projects or programs, *inter alia*:

- a. Shared academic activities by exchange Orthopaedic and Traumatology Resident from UI and CMU for clinical and surgical training in various Orthopaedic subspecialties: Orthopaedic trauma and Elective Orthopaedic such as hand and micro surgery, sport medicine, adult reconstruction, foot and ankle, etc;
- b. Shared academic activities by exchange of orthopaedic staffs for short term or full fellowship;
- c. Any cooperative program in the above areas would be set up in accordance with the formal agreement and after the completion of recognition procedures in the two institutions.

ARTICLE 4 DURATION AND WORK ASSIGNMENTS OF EXCHANGE RESIDENT

- (1) The duration of the programs are two months for clinical attachment and three until twelve months for fellowship program.
- (2) The daily schedule and working hours is determined by program coordinator and based on clinical activities in host university teaching hospital.
- (3) Every clinical associate or fellows will have a supervisor from host university.
- (4) Every clinical associate or fellows has to make an assignment consist of daily academic activity report, presence, cases of the patients, number of surgery they involved, etc.

**ARTICLE 5
NUMBER OF CLINICAL ASSOCIATE AND FELLOW**

- (1) Only orthopaedic resident is allowed to join the clinical attachment.
- (2) Only orthopaedic staff is allowed to join the clinical fellowship.
- (3) The number of clinical associate and fellow allowed in a period is one person for each orthopaedic division/section for clinical attachment and one person for each orthopaedic subspeciality at host university.

**ARTICLE 6
TUITION AND OTHER FEES**

- (1) The clinical associates and fellows shall be exempted from paying tuition, application, or admission fees at the Host University.
- (2) The home university shall be responsible for arranging the necessary visa and for covering the cost of accommodation, international travel, travel in the host country, books, equipment, consumables, health insurance and other incidental expenses arising out of the exchange. No exchange of funds between the Parties will occur.

**ARTICLE 7
HOME AND HOST UNIVERSITY'S OBLIGATIONS**

- (1) Home university has to find the resident and staff who will be sent to host university.
- (2) Host university has responsibility to make schedule for clinical associate and clinical fellow.
- (3) Host university has to provide program coordinator and supervisor who take responsibility of education program for clinical associate or fellow.
- (4) Host university has to look for information or provide accommodation, for clinical associate or fellow. The accommodation cost is not provided by host university. The accommodation cost is charged to the clinical associate and fellow.

**ARTICLE 8
CLINICAL ASSOCIATE AND FELLOWSHIP' OBLIGATIONS**

- (1) Every clinical associate and fellowship has to obey all the rules or regulation from host university.
- (2) Every clinical associate and fellowship has to follow the schedule program set by program coordinator.
- (3) Every clinical associate and fellowship has to complete an assignment at the end of the program.

**ARTICLE 9
HEALTH AND ACCIDENT INSURANCE**

All clinical associates and clinical fellows must be enrolled in a health insurance program applicable in the host countries and must take out additional medical evaluation and repatriation of remains coverage. The clinical associates and fellows are required to submit a proof that they have insurance coverage that is applicable in the host university country. All clinical associates and fellows must cover the cost of the insurance.

**ARTICLE 10
PRESERVATION OF CONFIDENTIALITY**

- (1) The home university, clinical associate, and fellow shall not leak any technical and operational confidential information of host university obtained through clinical attachment/fellowship to the third party.
- (2) The host university shall not use the trainee personal information for any purpose other than clinical attachment/fellowship unless specified in laws and regulations or is the trainee informed consent.

**ARTICLE 11
OBSERVANCE OF RULES AND REGULATIONS AND INSTRUCTIONS**

The clinical associate and fellow shall obey rules and regulations, and follow the instruction and direction of host university. If there is no specified rules and regulations presented by host university for the clinical associate and fellow to follow, the clinical associate and fellow shall observe each of the following items.

- a. The trainee shall focus entirely on an assigned work during the clinical attachment/fellowship and endeavor to accomplish the purpose of the program.
- b. Applicable acts and ordinances, and rules and regulations stipulated by host university.
- c. Instructions and precautions concerning safety, facilities management, dressing and attitude.
- d. Act properly not to defame socially and hurt dignity of host university.
- e. The intern shall contact program coordinator at host university in advance when he or she is unable to attend the scheduled training because of illness, poor health and so forth.

**ARTICLE 12
SAFETY AND HYGIENE**

Host university shall follow the applicable acts and ordinances concerning safety and hygiene. However, host university assumes no responsibility for any disaster or accident unless it is caused by the negligence of host university, injuries on the clinical associate/fellow's way to work, and the clinical associate/fellow's disease appeared during the clinical associate/fellow.

**ARTICLE 13
SUSPENSION OF THE CLINICAL ASSOCIATE OR FELLOWSHIP**

Host university holds the rights to terminate the clinical attachment or fellowship of one of the clinical associate or fellow by notifying the home university when he or she does not follow the rules, instruction and precaution, or when he or she behaves inappropriately, or when he or she becomes seriously injured or sick enough not to continue the training.

**ARTICLE 14
DISPUTE SETTLEMENT**

- (1) If a dispute arises concerning the interpretation or implementation of this Agreement the Parties agree to settle amicably by mutual consultation or negotiation.
- (2) The Parties shall observe and comply with all laws, rules, and regulations of each other's country where this Agreement is performed.

**ARTICLE 15
FORCE MAJEURE**

No Party shall be liable for any delay or failure in the performance of any of its obligations under this Agreement to the extent that such delay or failure is caused by Force Majeure, provided that, the Party whose performance is prevented or delayed by such Force Majeure shall make every good faith effort to overcome or dispel the event of Force Majeure.

**ARTICLE 16
AMENDMENTS, EFFECTIVE DATE, DURATION, AND TERMINATION**

- (1) This Agreement can be amended by mutual consent of the Parties. Any amendments to this Agreement can only be made in writing and after consultation and mutual consent of the Parties. Such amendments, once approved by the Parties, will become part of this Agreement.
- (2) The effective date of this Agreement shall be the latter date on which the Parties sign this Agreement.
- (3) This Agreement shall remain in force for a period of 5 (five) years from the date of the latter signature. The Agreement may be extended by written mutual consent of the Parties.
- (4) The Agreement may be terminated by either Party by giving written notice at least 6 (six) months in advance to the other Party. The event of termination will not affect participants from completing their activities at the host university.
- (5) In case the Agreement ceases to be effective on the account of termination or expiration, the provisions of all valid agreements signed as addenda to this Agreement shall continue to apply to the extent necessary to secure the implementation of existing activities.

**ARTICLE 17
NOTICES**

Any notice or request given or made by one Party to the other under this Agreement shall be in writing in the language of English and shall be addressed to the appropriate office as is designated in writing hereinafter:

Faculty of Medicine, Universitas Indonesia
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Faculty of Medicine, Chiang Mai University
Department of Orthopedics
Address : 110 Intrawarorot Road, Sriphum, Muang, Chiang Mai 50200, Thailand
Phone : 053-946-146
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Or

Tanawat Vaseenon, MD
Department of Orthopedics
Address : 110 Intrawarorot Road, Sriphum, Muang, Chiang Mai 50200, Thailand
Phone : 053-946-146
Fax : 053-946-442
Email : tvaseenon@hotmail.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. Each Party shall hold one original signed Agreement, with both documents being equally authentic.

for Universitas Indonesia

for Chiang Mai University



Dr. dr. Ratna Sitompul, SpM(K) 
Dean of Faculty of Medicine 

Date : 10/11/2015



Assoc. Prof. Watana Navacharoen, MD
Dean of Faculty of Medicine

Date : 13/10/2015