

## Letter of Agreement

Between

**MEDICAL UNIVERSITY OF GRAZ**  
Neue Stiftingtalstrasse 6, 8010 Graz, Austria

and

**MANIPAL ACADEMY OF HIGHER EDUCATION**  
Madhav Nagar, Manipal – 576 104

For bilateral cooperation in the years 2024 – 2028

Whereas, the parties desire to enter into this agreement for bilateral cooperation for the purpose of development and dissemination of medical knowledge, the Medical University of Graz, further on referred to as Med Uni Graz, and the Manipal Academy of Higher Education, further on referred to as MAHE, therefore agree:

### Art 1. Student Exchange:

- a) Each year both institutions may send up to 2 (two) medical students for up to 2 months each to the partner institution for a hands-on clinical rotation consisting of 5 days a week clinical rotation and 2 days weekend, beginning in October 2024. The number of students exchanged may be modified by mutual agreement.

b) Available departments:

Med Uni Graz: Anaesthesiology and Intensive Care Medicine and divisions, Ophthalmology, Blood Group Serology and Transfusion Medicine, Surgery and divisions, Dermatology and Venereology, Obstetrics and Gynaecology and divisions, Otorhinolaryngology and divisions, Internal Medicine and divisions, Paediatrics and Adolescent Medicine and divisions, Paediatric and Adolescent Surgery and divisions, Medical Psychology and Psychotherapy, Neurosurgery, Neurology and divisions, Orthopaedics and Trauma, Psychiatry and Psychotherapeutic Medicine, Radiology and divisions, Therapeutic Radiology and Oncology, Urology, Dental Medicine and Oral Health and divisions, on a space-available basis. For certain departments and divisions, requirements and restrictions in relation to period of time, minimum/maximum duration of clinical rotation, mandatory German skills and mandatory vaccinations may apply.

MAHE:

There are 15 clinical rotations and 5 lab based rotations for visiting students available at MAHE.

Clinical rotations:

1. Internal Medicine
2. General Surgery
3. Paediatrics



4. Obstetrics and gynecology
5. Orthopedics
6. Oto-rhino-laryngology
7. Ophthalmology
8. Dermatology
9. Pulmonary medicine
10. Community Medicine
11. Emergency Medicine
12. Wilderness medicine
13. Clinical Forensic medicine
14. Radiation Oncology
15. Immuno-hematology and transfusion medicine

**Lab based rotations:**

1. Anatomy
2. Physiology
3. Forensic toxicology
4. Hematopathology
5. Histopathology

The rotations at MAHE are typically for 4 weeks, which may be extended to additional 2 weeks upon request. The extension is subject to availability. Attendance and the log book is monitored by the supervisor. A minimum of 80% attendance is mandatory. Off-block rotations into other departments are not encouraged.

These departments may be modified by mutual written agreement.

Each party agrees to appoint a reference contact at their respective institutions for all administrative and academic purposes

<b>Medical University of Graz</b>	<b>Manipal Academy of Higher Education</b>
For Academic Mag. Heidrun Moertl Director International Office, Medical University of Graz Email: <a href="mailto:director-international@medunigraz.at">director-international@medunigraz.at</a> Ph: +43 316 385 73674	For Academic Dr Sindhura Lakshmi K.L. MD, PDCC, Associate Professor of Pathology Kasturba Medical College, Manipal Email: <a href="mailto:sindhura.lakshmi@manipal.edu">sindhura.lakshmi@manipal.edu</a>
For Administrative (Intl office contact) Mag. Heidrun Moertl Director International Office, Medical University of Graz Email: <a href="mailto:director-international@medunigraz.at">director-international@medunigraz.at</a> Ph: +43 316 385 73674	For Administrative Dr Karunakar A Kotegar Director International Collaborations MAHE Manipal Email: <a href="mailto:director.intl@manipal.edu">director.intl@manipal.edu</a> <a href="mailto:intl.collaborations@manipal.edu">intl.collaborations@manipal.edu</a> Ph: +91 820 2923441

- c) **Enrollment & tuition fees:** Exchange students will continue to be registered at their home university. Students do not have to pay any tuition and/or administration/registration fees to their host institution.

Med Uni Graz: enrolls MAHE students to allow them work directly with patients; enrollment is a pre-requisite for any hands-on training; for enrollment, the enrollment deadlines have to be met; the mandatory payment of the student union fee is required for enrollment.

MAHE: Med Uni Graz students are allowed to work directly with patients; however, any hands-on training will require prior permission from Medical Council of India- Board of Governors (MCI-BOG) which incurs separate fee paid towards MCI-BOG. Without permission from MCI-BOG, the students are accepted as observers (hands-off).



- d) Calendar:  
Med Uni Graz: upon availability, at all times of the year.  
MAHE: Visiting student applications are accepted throughout the year, slots are subject to availability
- e) Accommodation: Both parties undertake reasonable endeavor to assist exchange students to find appropriate housing. The exchange students are responsible for all costs arising from their housing and subsistence.
- f) Certificate: At the end of medical clinical rotation, the exchange students will receive a clinical rotation certificate or a confirmation of academic training at the host institution if they have at least 80% attendance.
- g) Lingua franca: English. All exchange students have to be fluent in English in order to be eligible to participate in this program.

Med Uni Graz: German skills are generally encouraged and German skills are required for certain clinical departments and divisions.

MAHE: English is the language of instruction. However, patients and their caregivers would prefer local languages like Kannada, Tulu, Konkani, Malayalam and Hindi. The visiting students are required to conduct clinical work under the supervision of the departmental student mobility coordinator or a faculty/post-graduate student assigned by the coordinator. Hence, knowledge of local language is not mandatory.

- h) Selection & eligibility: Both parties select and nominate their eligible exchange students and provide the host institution with relevant information no later than 7 months prior to the supposed start of clinical rotation.
- i) Relevant information of exchange students include:
- Application form of the host institution with the participants' names as stated in their passports
  - Copy of passport showing number, validation, name and photo
  - CV
  - Language certificates
  - Proof of comprehensive health insurance coverage (at least 30,000 Euros)
  - Required immunization for the period spent at the host institution
- j) Learning Agreement:

Outgoing students from Med Uni Graz require a signed Learning Agreement, confirming their hands-on clinical rotations, prior to their stay at MAHE. In exceptional cases and with the approval of Med Uni Graz, the signatures of the hosting institution may be obtained during the stay. As stated in the Learning Agreement, outgoing students from Med Uni Graz are expected to acquire clinical practical skills in the respective field of medicine of their clinical rotation. These include practical diagnostic skills, simple physical medical examinations, taking of blood samples, administering intramuscular and subcutaneous injections and other medical tasks insofar they are required for the successful completion of the study program in medicine, given that the student fulfills the necessary skills and experience to perform these procedures. Outgoing students in their final year need to be evaluated by MAHE according to MiniCEX and DOPS.

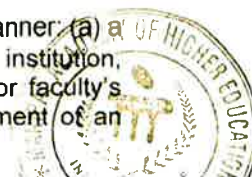
Outgoing students from MAHE are required to submit an elective performance evaluation from their supervisor and submit a report within 2 weeks of completion of the rotation. The evaluation would be based on medical knowledge and skills pertaining to specific department, history taking and physical examination skills, written expression, oral expression, initiative, interpersonal relations, professionalism, dependability and overall performance.



- k) Visa: After receiving the applicants' packages and successful placement, the hosting institution sends an official invitation letter for each receiving applicant via email and if necessary also via post directly to the exchange student. The official invitation letter should contain the details of final acceptance in order to help each exchange student to obtain the visa. The exchange students are responsible to meet all requirements to gain a visa of the hosting country and for all expenses arising from that. The exchange students are responsible to contact the representative authority of the hosting country to obtain their visa.
- l) Liability insurance:  
Med Uni Graz: Incoming exchange students from MAHE enrolled at Med Uni Graz will be provided with liability insurance through the student union.  
MAHE: Incoming Med Uni Graz students must provide adequate liability insurance on their own.
- m) Reception by the host institution: After obtaining the required visa, each applicant is required to send a notification by email to the hosting institution containing the exact date, time and way of their arrival. This email must be sent at least 2 weeks prior to the beginning of clinical rotation.
- n) Intercultural understanding: All exchange students should follow the morals and traditions of the hosting country and the hosting institution. To foster the understanding of differences in lifestyle and culture and subsequent expected behavior in the host country each host institution provides the medical exchange students information material and/or instructions prior to or at their arrival in the hosting country.
- o) Expenses: The exchange students are responsible for the costs of their airplane tickets, transportation, meals, outings, books, consumables and other incidental expenses arising out of the exchange as well as the expenses of medical treatment if unfortunately necessary.
- p) Liability and misbehaviour: Both parties expressly do not assume any liability for the misbehaviour or negligence of exchange students, which are related in any way to this exchange program.

## **Art 2. Research Cooperation:**

- a) Both institutions encourage and support joint research activities, including the exchange of scholars and faculty who may serve in lecturing or research roles in the host university to the extent that available resources allow.
- b) Joint research programs in various academic and professional fields should be planned and undertaken based on discussions and approval of both institutions.
- c) Both institutions can afford each other academic materials, equipment and supplies useful for research based on discussions and approval of both institutions.
- d) Visiting scholars and faculty members participating in the exchange program should be provided with access to offices, laboratories and libraries by the host institution as far as possible. In addition, each visiting scholar and faculty should have as his or her official host and co-operator a member of the faculty of the host institution.
- e) Visiting scholars and faculty are to be exempt from any registration fees at the host university.
- f) Arrangements for visiting scholars and faculty should be made in the following manner: (a) nomination of the visiting scholar by the sending institution to the prospective host institution, including information as to the suggested time and duration of the scholar's or faculty's appointment, (b) approval and acceptance by the host institution, (c) appointment of an



official host faculty member/co-operator by the host institution, (d) agreement by both institutions regarding the exact time and duration of the visiting scholar's or faculty's appointment.

- g) Should research results, publications and/or intellectual property result from the cooperation, a separate agreement needs to be concluded according to the relevant legal regulations, the host institution's internal regulations, and the "Standards of Good Scientific Practice" of the host institution (if available).
- h) The candidates for scholar and faculty exchange can be selected from any department of the home institution, provided that there is a corresponding unit and suitable contact person at the host institution.

### **Art 3. Confidentiality:**

- a) All rights to Information shall be retained exclusively by the Disclosing Party. The Receiving Party shall not acquire any right (e.g. licence) regarding Information or the right to publish the provided Information, nor shall the Receiving Party be entitled or enforced to conclude a corresponding licence agreement.
- b) The Receiving Party agrees that all Confidential Information disclosed by the Disclosing Party shall be kept confidential, shall not be disclosed to any third party without prior written consent of the Disclosing Party and shall only be used for the purpose and duration of the cooperation. The Receiving Party shall ensure that Confidential Information is disclosed to its employees only on a need-to-know basis and that its employees are bound by substantially similar confidentiality obligations as set out herein.
- c) The obligation of the Receiving Party to maintain confidentiality hereunder shall remain in place for seven (7) years after expiration/termination of this Agreement.
- d) The obligation to keep Confidential Information confidential shall not apply to information:
  - i) which at the time of disclosure is already in the public domain;
  - ii) which, after disclosure, becomes part of the public domain without a breach of this Agreement;
  - iii) which is already in the possession of the Receiving Party at the time of the exchange and without any obligation to confidentiality;
  - iv) which becomes lawfully available to the Receiving Party on a non-confidential basis from a third party which, to the Receiving Party's best knowledge, is not under any confidentiality obligation in respect of that information;
  - v) which is independently developed by the Receiving Party without access to or use of the Confidential Information, as demonstrated by contemporaneous written records;
  - vi) which the Disclosing Party explicitly declares in writing not to be treated confidential anymore.

The Receiving Party shall be responsible for providing the corresponding proof.

- e) If the Receiving Party is required by a binding official or judicial order or mandatory legal provisions to disclose the Information to a court, authority or any other office, the Receiving Party may disclose the Information only to the extent absolutely necessary and only if the Receiving Party has first informed the Disclosing Party in writing without any delay of the obligation to disclose and the Disclosing Party has been given the opportunity to take measures to protect its Information. This shall not apply if prior notification of the Disclosing Party is legally inadmissible or impracticable.
- f) Upon expiration or termination of this Agreement, the Receiving Party shall return or demonstrably destroy all Confidential Information of the Disclosing Party (including copies, if any) except that the Receiving Party may, subject to the confidentiality obligations set forth herein, retain one (1) copy of those parts of the Confidential Information as are necessary for



record keeping purposes as required by applicable law and/or for the purpose of determining the scope of its obligations under this Agreement. The return/destruction of Confidential Information does not release the Receiving Party from confidentiality and non-use obligations hereunder.

- g) The Partner acknowledges that Med Uni Graz performs certain of its tasks under this Agreement at the University Hospital Graz, which is managed by KAGes (Steiermärkische KrankenanstaltengesmbH), having its principal place of business at Stiftingtalstrasse 4-6, 8010 Graz, Austria. It is agreed that Med Uni Graz is entitled to grant the medical director of the hospital access to the Confidential Information (including this Agreement), if and to the extent that this is necessary for the billing of services provided by the hospital operator in connection with this cooperation.

#### Art 4. Miscellaneous:


- a) Termination: This agreement shall be effective beginning with the date of signature and shall continue in effect until end of September 2028, unless one party provides written notification of termination to the other not less than ninety (90) days prior to termination date. The termination date is September 30 each year. Should this occur, the parties agree to carry out the terms of this agreement for any exchange candidate already nominated to the hosting institution for clinical rotation.
- b) Amendments: Other provisions may be added upon mutual written agreement as an addendum to this agreement, provided all parties sign such an addendum. The parties are required to submit proposals regarding possible changes before the start of the next academic year (October).
- c) Processing of personal data:
1. The parties are independent controllers for the processing of personal data in the context of this exchange program and will both act in accordance with the applicable data protection law.
  2. The parties shall independently maintain appropriate administrative, technical and organizational measures to meet the requirements of applicable data protection law.
  3. The parties are aware of the students' and faculty's rights, in particular the right of access (e.g. Article 15 GDPR), right of rectification (e.g. Article 16 GDPR), right of restriction of processing (e.g. Article 18 GDPR) as well as the right to object (e.g. Article 21 GDPR).
  4. The respective home university of the student and faculty shall be designated as the first point of contact for the students and faculty whose personal data is being processed hereunder.
  5. The parties shall notify each other immediately if either party becomes aware of a personal data breach related to personal data processed under this agreement. Each party shall be responsible for any personal data breach that falls into the sphere of such party. The parties will, however, cooperate to an appropriate extent in this regard and assist each other in dealing with such violation.
  6. The data protection provisions agreed in this agreement also apply after termination or expiration of this agreement.
- d) This agreement is a complete and exclusive statement of the agreement between the parties concerning the subject matter hereof and supersedes all proposals or prior agreements, oral or written. This agreement can only be modified in writing by the duly executed representatives of both parties.
- e) Any dispute between the parties arising out of the interpretation or implementation of this agreement shall be settled amicably through consultation or negotiation between the parties.



- f) This agreement shall be executed in two (2) counterparts, one (1) for MAHE, and one (1) for Med Uni Graz, each of which shall be deemed an original.
- g) The parties agree that
1. the transmission of an electronic copy (e.g. scanned pdf) of the agreement signed in wet ink, or
  2. an electronic signature pursuant to the EU-eIDAS-Regulation shall in any case be sufficient to comply with the agreed written form requirement.

**IN WITNESS WHEREOF**, the parties signing below for MAHE and for Med Uni Graz hereby warrant that they have right, power, and authority to execute this Letter of Agreement on the date signed.


**ON BEHALF OF MANIPAL ACADEMY OF HIGHER EDUCATION**

By:   
 Lt Gen Dr MD Venkatesh  
 Vice Chancellor


Date: 04 Apr 2024



**ON BEHALF OF THE MEDICAL UNIVERSITY OF GRAZ**

By:   
 Univ.-Prof. Priv.-Doz. Dr.med.univ. MBA Christian Enzinger  
 Vice Rector for Research and International Affairs

Date: April 26, 2024

By:   
 Ao.Univ.-Prof. Mag. Dr. Dr. Erwin Petek  
 Vice Rector for Studies and Teaching

Date: April 23, 2024

