

**International Training Affiliation Agreement
Between
Oregon Health & Science University
And
University of Turin**

This Agreement is entered into on as of Effective Date between Oregon Health & Science, an Oregon Statutory Public Corporation, (hereinafter referred to as “OHSU” and/or “Host”), the University of Turin (“hereinafter referred to as “Sending Agency”) and Irene Arduino (hereinafter referred to as “Student”). The purpose of the Agreement is to create an International Training Affiliation Agreement for the purpose of accommodating a visiting Student in the Department of Streblov Lab at the Vaccine and Gene Therapy Institute at OHSU.

Sending Agency and the Host (OHSU) have a role in the Student’s health, safety and welfare whilst on placement.

The terms and conditions of this Agreement are as follows:

I. General Provisions:

- A. Eligible Student.** The term “student” as used herein shall refer only to the individual listed in the “Student” section at the top of this Agreement.
- B. Liaison between Institutions.** Inter-institutional liaison shall be between the President of Sending Agency and the President of OHSU or their designees, generally operationalized through the Provost.
- C. Effective Date; termination.** This Agreement shall become effective on August 1, 2023, and shall be effective until November 30, 2023.
- D. Amendments.** This Agreement may be amended by mutual consent, reduced to writing, and signed by each party’s authorized representatives, including the Provost or their designee.
- E. Dispute resolution.** The parties agree that they shall attempt to resolve any dispute between them arising out of or related to this Agreement at the lowest appropriate level of administration possible. If a dispute continues to be unresolved, the Provosts for each party shall be advised of the issue and shall meet to negotiate an acceptable resolution. If the Provosts are not able to resolve the dispute within a reasonable period of time, both parties agree that the dispute shall be submitted to non-binding mediation. If mediation is held both parties agree to pay for their respective costs and to split the costs of the mediator. IF further legal action is required, both parties agree to pay for their own attorney costs.
- F. Indemnification.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, OHSU agrees to be responsible for liability arising out of the tortious acts of OHSU to the extent that it arises out of the tortious acts of OHSU, its officers, employees, or agents when acting within the scope and course of their employment or duties. OHSU shall have the right to direct the defence of any claim or suit subject to this paragraph, including providing or retaining attorneys. Sending Agency agrees to be responsible for liability arising out of the negligence of Sending Agency. Sending Agency shall not be required to indemnify or defend OHSU for any liability arising out of the wrongful acts of employees or agents of OHSU. Sending Agency shall have the right to direct the defence of any claim or suit subject to this paragraph, including providing or retaining attorneys. In the event that either party or its insurer undertakes the representation and defence of claims involving the other party and/or its current or former directors, officers, employees or agents acting within the scope of this agreement, no settlement or other resolution of the claim involving payments to third parties shall be undertaken without prior approval by the indemnified party.
- G. Notification.** Sending Agency shall notify OHSU immediately of any incident, occurrence, or event that is likely to result in a claim against OHSU. Said notice shall be in writing and directed to the OHSU Department of Risk Management, (3181 SW Sam Jackson Park Road, Mail Code L328, Portland, OR 97239-3092.) Sending Agency shall also notify OHSU of any claim, suit or other demand for compensation by any third party that relates directly or indirectly to activities or omissions of OHSU under the terms of this Contract.
- H. FERPA Compliance.** By execution of this Agreement, OHSU and Sending Agency designate the other as having an “educational need to know” for purposes of sharing and transferring relevant student educational data. OHSU and Sending Agency may each find it necessary to share non-directory student records with each other from time to time in order to accomplish the educational purposes of this Agreement. OHSU and Sending Agency agree not to use any student records, as defined in the Federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Oregon Administrative Rules 577-030-0005 et seq. and OHSU policy 02-20-005 through 02-20-040, which they make available to each other pursuant to this section, for any purpose other than fulfillment of the educational purposes of this Agreement. OHSU and Sending Agency agree that any disclosure of student information may be made only as permitted by FERPA, Oregon Administrative Rules, and OHSU policy.

- I. **No Payments.** There will be no payments between institutions or to the student for the purposes of awarding a stipend. The student will not be compensated by OHSU and per the J-1 application guidelines; the student will provide proof of income to support all costs associated with housing, food and all other personal expenses during the length of placement at OHSU.
- J. **Suspension of Student Experience.** Each of the Sending Agency and OHSU reserves the right to suspend and/or request the withdrawal of any student for just cause. The Sending Agency and OHSU agree to immediately notify the student's home institution if any such action is required and the reasons for such action.

II. Responsibilities:

A. Sending Agency will:

- a. Ensure that Student possess a satisfactory record and has met the minimum requirements established by Sending Agency and Host for the applicable program.
- b. Maintain the official academic record for the student placement at OHSU.
- c. Bear all costs associated with providing services to accommodate Student disabilities during the length of the placement at OHSU.
- d. Provide General Liability insurance with a minimum limit of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate during the term of this Agreement. Insurance policies are to be issued by an insurance company that must have an A.M. Best rating of A or better.
- e. Require that Student execute the Statement of Responsibility and Legal Release in the form attached as Exhibit A and require that Student provide proof that they will be covered by a policy of health insurance providing coverage while they are participating in the program at Host.

B. The Student will:

- a. Behave in an effective, safe and reliable way. Student will be required to comply with all policy and conduct standards at both institutions. Each institution may elect to pursue conduct proceedings in cases of misconduct. Students found in violation of conduct codes may receive sanctions from each institution. OHSU and Sending Agency reserve the option to decide that only one institution shall process a case of misconduct. The institutions shall create a process for reporting to the other when the institution has undertaken student conduct actions.
- b. Report any accidents or near misses to OHSU and Sending Agency as soon as possible, according to the reporting procedures established at each institution.
- c. Inform Sending Agency if any concerns with regard to Health and Safety that have been raised with OHSU are not addressed.
- d. The student will follow the infectious disease protocols of OHSU, as provided by their assigned unit.
- e. Student will be required to bear the costs for and maintain health insurance covering the time and territory where they will be located, and may be required to provide to OHSU proof of health insurance prior to arrival at OHSU.
- f. Student will provide verification of vaccinations/immunizations that OHSU may require.
- g. Student will make arrangements for the performance of a lawful criminal history background check acceptable to OHSU prior to arriving at OHSU. Student and each institution agree to abide by and comply with all applicable state and federal laws, rules, and regulations in obtaining and disclosing a criminal history background check report.
- h. Student will obtain and bear all costs associated with housing, food and all other personal expenses during the length of the placement at OHSU.
- i. As appropriate, students shall comply with OHSU Policy 07-90-001, for the purposes of obtaining OHSU ID badges.

C. OHSU will:

- a. Provide the Student with an orientation to the workplace health and safety arrangements, including arrangements in the event of a fire; in the event of an accident or incident and with regard to the specific hazards that may be encountered in the workplace and the health and safety precautions.
- b. Have a plan of the work to be undertaken by the Student and associated health and safety training to be undertaken.

- c. Ensure the Student has a Supervisor within the work environment and that the Student knows who to contact in the workplace regarding any health, safety and welfare issues.
- d. Comply with appropriate health and safety legislation.
- e. Have a system for recording and investigating accidents and incidents.
- f. Notify the named Placement Coordinator at Sending Agency of any accidents and incidents involving the Student, as soon as possible.
- g. In cases of serious breaches of discipline by the Student inform the named Placement Coordinator at Sending Agency.
- h. Inform the Academic Tutor or Placement Coordinator at Sending Agency if a student fails to attend as agreed.
- i. Not charge Student tuition or fees associated with the placement. As such, Student will not have access to student services that are covered by OHSU fees.

III. Miscellaneous Provisions:

- A. Compliance with Applicable Law.** The parties agree to comply with all federal, state, country and local laws, ordinances and regulations applicable to this Agreement. Sending Agency will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status in admission or access to the program.
- B. Governing Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). Any legal suit, action or proceeding arising out of or relating to this Agreement, or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Oregon in each case located in the City of Portland and Multnomah County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- C. Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- D. Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, strike, acts of God or war which is beyond the affected party's reasonable control. The affected party shall, however, make all reasonable effort to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement. Notwithstanding any other termination provision, either party may terminate this Agreement upon written notice to the other party after determining such delay or failure is beyond the control of the party and shall reasonably prevent successful performance in accordance with the terms of this Agreement.
- E. Severability.** In the event that any provision of this agreement is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible, to conform to the law and if reformation is not possible, that part shall be deleted, the remainder of the provisions of this Agreement shall, subject to this section, remain in full force.
- F. Subcontractors.** Neither party shall assign or transfer any of its interests or rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of an authorized representative of the other party.
- G. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision.
- H. Notices.** All notices, requests, consents, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- I. Termination.** This Agreement may be terminated by either Host or Sending Agency giving written notice to the other party at least twelve (12) months prior to the effective date of such termination. This Agreement may



also be terminated by either Host or Sending Agency at any time if the other party defaults in any way of its obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other party. In addition, this Agreement may be terminated immediately upon the revocation, termination, restriction, suspension or non-renewal of either Host's or Sending Agency's operating license or accreditation status for any reason.

- J. **Amendments.** Amendments to this contract shall be in writing and signed by an authorized representatives of each party.
- K. **Merger.** This agreement, including all attachments referenced herein, which are fully incorporated by this reference, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent or waiver of the terms of this Agreement shall bind either party unless in writing and signed by authorized representatives of both parties.

OREGON HEALTH & SCIENCE UNIVERSITY

UNIVERSITY OF TURIN

Contract Coordinator, Educational Affiliations	Date
Contracting Services Group	
3930 SW Macadam Ave, MC104	
Portland, Oregon 97239	
ContractsDept@ohsu.edu	

BY Prof Pasquale Pagliaro	Date
TITLE: PhD Program Coordinator	02/25/2023
Contact Information	
pasquale.pagliaro@unito.it	
	

David Robinson, Ph.D	Date
Executive Vice Provost	

Irene Arduino	Date
Ph.D. Student	02/24/2023

EXHIBIT A

OREGON HEALTH AND SCIENCE UNIVERSITY

STATEMENT OF RESPONSIBILITY AND LEGAL RELEASE

I, Irene Arduino, am a student of University of Turin (the "Sending Agency"). I desire to engage in training at Oregon Health and Science University ("Host").

Participation is Voluntary. I understand and hereby acknowledge that my participation in the training is wholly voluntary and that I am not required by Host to participate in this training.

Sending Agency's Role. I am aware that Sending Agency does not own, operate or control the Host and does not supervise the Host's faculty or staff.

Assumption of Risk. I understand and acknowledge that foreign travel presents risks to me and my personal property. These can include, among others: acts of terrorism, war, civil unrest, political instability, transportation accidents, criminal acts, unfamiliar or different terrain, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, disability access, driving practices, disease risks, and health care. I acknowledge that I am solely responsible for researching and evaluating the risks I may face and that I am responsible for my actions. Any activities that I may take part in, whether as a component of the training or separate from it, will be considered to have been undertaken with my approval and understanding of any and all risks involved.

Health and Medical Evacuation Insurance. I understand that I am responsible for consulting with my medical insurance company prior to traveling abroad to confirm whether my policy applies overseas and if it will cover emergency expenses such as a medical evacuation.

I certify that I will be covered by a policy of comprehensive health and medical evacuation insurance for the country in which I will be living and/or traveling in during the Elective. I am responsible for the costs of this insurance.

I certify that I am aware of no physical and mental condition that would prevent me from safely participating in the Elective and that I am responsible for obtaining any immunizations or inoculations that are advisable for the locations to which I am traveling.


Transportation, Room and Board. I am responsible for making all arrangements for my participation in the training, including transportation (both international and local), room, meals and any other services or items I may need. I am solely responsible for these expenses and costs. Host bears no responsibility for making these arrangements or their costs.

Please read the next two paragraphs carefully because you will be releasing important legal rights by signing this form:

Release of Claims. I, individually and on behalf of my heirs, executors, administrators, agents, representatives, and insurers, hereby release and discharge Host Site, and its officers, trustees, faculty, employees, agents, and representatives (hereafter "Released Parties") from any and all claims or liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person and/or property which may arise from my participation in the training and any travel or activities thereto. This release and discharge is intended to include claims or liabilities resulting from any negligent act or omission by the Released Parties. I further release and discharge the Released Parties from responsibility for any accident, illness, injury, or any other consequences arising or resulting directly or indirectly from my participation in the training. I recognize and agree that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by my negligence or willful acts committed prior to, during, or after participation in the training, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the training, or caused by any other person.

Governing Law. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). Any legal suit, action or proceeding arising out of or relating to this Release, or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Oregon in each case located in the City of Portland and Multnomah County, and I irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding. I irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

I have carefully read this release and I understand its meaning and effect. I understand that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Date: 02/24/2023 Student: 

Please return signed copy to: [Insert name & address]