

**PARTICIPATION AGREEMENT FOR THE
AAMC VISITING STUDENT LEARNING OPPORTUNITIES™ PROGRAM**

Institution: San Bernardino County on behalf of Arrowhead Regional Medical Center

THIS PARTICIPATION AGREEMENT (“Agreement”), effective as of the date July 1, 2024 (“Effective Date”), is executed by and between the Association of American Medical Colleges (“AAMC”) and Institution regarding Institution’s participation in and use of the AAMC Visiting Student Learning Opportunities™ Program (the “Service”).

The AAMC and Institution hereby agree as follows:

1. AAMC RESPONSIBILITIES

- a. The AAMC shall use commercially reasonable efforts to provide the AAMC Visiting Student Learning Opportunities program for medical and public health students (“Applicants”) to pursue short-term learning opportunities with institutions away from their Home Institutions, which is comprised of
 - i. The VSLO® application service; and
 - ii. Additional resources to support
 - 1) Applicants in preparing for and participating in learning opportunities; and
 - 2) Home and Host Institutions for networking and collaboration.
- b. The AAMC shall provide commercially reasonable implementation services
 - i. to assist Host Institution administrators with uploading and configuring information about the Host Institution’s learning opportunities and requirements (“Opportunity Information”);
 - ii. to assist Home Institution administrators with uploading Applicant rosters; and
 - iii. to provide informative materials, webinars, and resources for Institution to distribute to its Applicants to support Applicants’ use of VSLO.
- c. The AAMC shall provide commercially reasonable support
 - i. to Applicants who need assistance with system navigation and application creation and submission within VSLO; and
 - ii. to administrators who are responsible for managing application processing within VSLO.
- d. If services in addition to the Service, as offered above, are needed by Institution, the AAMC and Institution will execute a separate work order or other agreement for such services.

2. INSTITUTION’S RESPONSIBILITIES

- a. Institution’s initial selections for network (U.S.; Global) and role (Home; Host) are indicated in Addendum A, which is hereby incorporated by reference. Institution may change its network and role selections through its administrator by completing the appropriate form for the VSLO team, provided Institution meets the requirements for such role or network as determined by the AAMC.
- b. If serving as a Host Institution, Institution shall

- i. provide Opportunity Information through VSLO; and
 - ii. timely process any applications received through VSLO.
 - c. If serving as a Home Institution, Institution shall
 - i. upload Applicant rosters to VSLO and select appropriate permissions for each Applicant; and
 - ii. timely review and release applications, as appropriate.
 - d. Institution shall
 - i. follow the guidance set forth in the AAMC VSLO Handbook for Institutions;
 - ii. be responsible for communicating the process for application through VSLO to its Applicants; and
 - iii. provide and maintain, at its own expense, any equipment, software, and services necessary to use VSLO.
 - e. Institution shall manage its administrators by
 - i. identifying who will be the contact for each role and network in VSLO;
 - ii. empowering administrators to report any interruption or loss of functionality to the AAMC and to manage Institution's response to such incidents; and
 - iii. ensuring proper use of VSLO by its administrators and any other organizational users.
 - f. Subject to the terms of this Agreement, Institution is solely responsible for evaluating and determining Applicant eligibility and suitability to participate in a learning opportunity offered through VSLO.
 - g. Furthermore, Institution, and its administrators and other authorized users, shall (i) not upload or distribute data or files that contain viruses, malicious files or other harmful code or any other similar software or programs that may access or damage the operation of the Service or another's computer or other devices; (ii) not interfere with or disrupt the Service, the data contained in the Service or networks connected to the Service; (iii) not send or store any inappropriate or unauthorized content through the Service; and (iv) not attempt to gain unauthorized access to the Service or its related systems or networks. If Institution becomes aware of any violation of its obligations under this Agreement, Institution shall provide prompt notice to the AAMC.
 - h. Institution is responsible for maintaining control over, and the confidentiality of, all usernames and passwords, and other access credentials for VSLO. Institution is responsible for all use of VSLO by those who have access to VSLO through Institution's account (directly or indirectly).
 - i. Host Institution will not require nor request its Applicants to enter, and shall take reasonable steps to prevent the inclusion of, the following information into Institution's application that is transmitted through VSLO: full social security/social insurance numbers (last four digits are permitted); payment card or bank information; health, genetic or biometric information (except for immunization records); passwords or security question information; or any other information of similar personal sensitivity. The AAMC acknowledges that the Host Institution may require an Applicant who has accepted an opportunity at Institution to submit post-decision requirements through VSLO that may include government identity card information (such as a driver's license, state ID, or passport) and other documentation necessary to facilitate Applicant's participation in the opportunity.

3. TERM AND TERMINATION

- a. Term.
 - i. The Initial Term of the Agreement is begins on July 1, 2024 and ends June 30, 2029.
 - ii. If Institution has agreed to Auto-Renewal in Addendum A, this Agreement will extend automatically for subsequent three (3) year terms (each a “Renewal Term”), unless Institution provides a notice of non-renewal to the AAMC at least thirty (30) days prior to the start of the next Renewal Term.
 - iii. The Initial Term together with any Renewal Terms is the Term of this Agreement.
- b. Termination for Material Breach. If (i) either AAMC or Institution commits a material breach or material default in the performance or observance of any of its obligations under the Agreement, and (ii) such breach or default continues for a period of thirty (30) days after delivery by the non-breaching party of written notice reasonably detailing such breach or default, then the non-breaching or non-defaulting party shall have the right to terminate the Agreement, with immediate effect, by giving written notice to the breaching or defaulting party.
- c. Termination for Convenience. Either party may terminate this Agreement with one-hundred eighty (180) days’ notice to the other party.
- d. Effect of Termination.
 - i. In the event this Agreement is terminated due to AAMC’s material breach or termination for convenience by AAMC, AAMC shall refund Institution’s fee on a pro rata basis from the effective date of termination.
 - ii. If Institution terminates this Agreement for any reason other AAMC’s material breach, no refund will be provided.
 - iii. On the effective date of termination, Institution shall immediately cease using the Service and the AAMC shall disable Institution’s access to the Service.
- e. Non-Disruption of Accepted Opportunities. If any Applicant has accepted a final offer for a learning opportunity, and the applicable Home Institution or Host Institution will have terminated its participation at the time of the opportunity, the Applicant must be permitted to attend the opportunity in its entirety, unless termination is due to Institution’s material breach and the underlying reason for the material breach relates to Institution’s fitness to provide or to authorize participation in such opportunity.

4. FEES AND EXPENSES

- a. Institution shall pay fees to the AAMC for its participation in and use of the Service as provided in Addendum A.
- b. Institution will be billed for the partial year on contract execution and annually on a fiscal year basis (July 1 to June 30). Annual invoices will be distributed in February/March for payment by the end of June. Institution is responsible for maintaining a current billing contact in VSLO under Institution Information.
- c. Institution must pay the invoice in full prior to the end of the applicable fiscal year for Institution to gain or maintain access to the Service, unless otherwise agreed in writing. If Institution’s account is more than thirty (30) days past due, in addition to any other rights or remedies the AAMC may have under the Agreement or by law, AAMC reserves the right to suspend Institution’s access to the Service until such amounts are paid in full.

- d. The fee is non-refundable (except in the event of termination in accordance with Section 3) and is not contingent on Institution's actual use or participation in the Service.
- e. Institution's fees to AAMC shall be payable in United States dollars, unless otherwise agreed by both parties.
- f. Travel and other expenses, including staff time, incurred by the Institution to take part in the Service are the sole responsibility of Institution.
- g. To the extent Institution is not exempt from such taxes, Institution is responsible for any and all applicable taxes, however designated, incurred as a result of or in connection with its participation in a Service, including, but not limited to national, state and local taxes and excise, sales, use and value added (VAT) taxes.
- h. Institution acknowledges that individual users may be assessed fees by the AAMC that are separate and independent from the fee paid to the AAMC by Institution.

5. RELATIONSHIP OF THE PARTIES

- a. The relationship of AAMC and Institution will at all times be considered that of independent parties to a contractual relationship. Nothing in this Agreement is intended to or may be construed to constitute or establish an agency, employer/employee, joint venture, partnership, association, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

6. INTELLECTUAL PROPERTY RIGHTS

- a. Service License Grant and Restrictions.
 - i. Subject to the terms and conditions of this Agreement, the AAMC hereby grants to Institution a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service, solely in accordance with this Agreement.
 - ii. Institution, and its administrator(s) and other authorized users, shall not (1) decompile, disassemble, or reverse-engineer the Service except and to the extent expressly authorized by applicable law; (2) copy, modify, alter, or create derivative works from the Service; (3) license, lease, sell, offer to sell, rent, distribute or otherwise make available the Service to any third party, unless otherwise authorized in writing by the AAMC; or (4) use the Service in a time sharing or service bureau or arrangement or otherwise to provide services to any third party, other than explicitly permitted in this Agreement.
 - iii. All rights not expressly granted to Institution are reserved to the AAMC.
- b. Data Ownership and Licenses.
 - i. As between the AAMC and Institution, all data collected, maintained, and processed in the Service is owned by the AAMC, except for Opportunity Information, which is owned by Institution.
 - ii. Institution grants non-exclusive, irrevocable, perpetual, worldwide rights to the AAMC to reproduce, create derivative works, distribute and publicly display its Opportunity Information.
 - iii. The AAMC grants non-exclusive, irrevocable, perpetual worldwide rights to Institution to reproduce, modify, and distribute Applicant Data (as defined in

Section 7(c)) that are submitted to Institution solely for the purpose of considering Applicants for admission and attendance in a learning opportunity offered through VSLO.

- c. Trademarks.
 - i. Institution agrees that it shall reasonably comply with AAMC’s instructions regarding use of the AAMC name, logo, brand, and marks, including but not limited to: AMCAS®, Careers in Medicine®, ERAS®, FindAResident®, MedEdPORTAL®, MCAT®, Visiting Student Learning Opportunities™, and VSLO®.
 - ii. AAMC agrees to reasonably comply with Institution’s instructions regarding use of its name, logo, brand, and marks, and AAMC shall obtain Institution’s prior written consent (email consent is permitted) prior to any use of Institution’s logo.
 - iii. Notwithstanding clause (ii), the parties agree that AAMC may use Institution’s name to communicate Institution’s participation in and use of the Service.
- d. Service Improvements.
 - i. Institution may provide suggestions, data, or other information to the AAMC regarding possible improvements in the operation, functionality, or use of the Service, whether in the course of receiving services, evaluating software, or otherwise, and any inventions, product improvements, modifications, or developments made by Institution will be the exclusive property of the AAMC (“Service Improvements”). Institution hereby assigns to AAMC any and all right, title, and interest Institution has or may acquire in, to, or under any Service Improvements. Unless AAMC expressly agrees otherwise in writing, AAMC shall have no obligation to make any Service Improvements.

7. DATA PRIVACY AND SECURITY

- a. Any personally identifiable information collected by the AAMC in its performance of the Agreement is protected by the AAMC Privacy Statement (available at <https://www.aamc.org/privacy>).
- b. AAMC and Institution each agree to reasonably secure all personally identifiable information created, received, maintained, or transmitted during through the Service.
- c. Institution may use the application information submitted by or related to an Applicant through VSLO (“Applicant Data”) solely for the purpose of considering Applicants for admission and attendance in a learning opportunity offered through the AAMC Visiting Student Learning Opportunity program. Any other use or disclosure of Applicant Data, including use for research, is unauthorized, without express prior written permission of AAMC.
- d. Institution must ensure that it is in compliance with applicable laws and institutional policies related to the receipt and protection of Applicant Data.
- e. Institution shall promptly notify the VSLO team of any changes to its personnel who are authorized to access Visiting Student Learning Opportunities products, services, and data.
- f. To ensure compliance with applicable breach notification laws, Institution shall promptly report to the AAMC VSLO Sr. Director any known or suspected unauthorized disclosure of Applicant Data of which it becomes aware.

8. ADDITIONAL RIGHTS AND OBLIGATIONS

- a. The AAMC may use third party subcontractors to provide the Service.
- b. In addition to the right to suspend access for late payment reserved in Section 4(b), the AAMC reserves the right to suspend Institution's access to the Service if Institution's use
 - i. poses a security risk to or may materially harm the Service;
 - ii. adversely impacts the Service or the services, systems, or content of any third party;
 - iii. subjects AAMC to legal liability; or
 - iv. violates/exceeds the rights granted under the Agreement.
- c. The AAMC may implement changes, updates, or enhancements to the Service from time to time ("Changes"), including, for example, to add or discontinue features/functionality or to attempt to correct errors in existing features/functionality. The AAMC will make reasonable efforts to inform Institution of Changes that may affect Institution's use of the Service; however, notwithstanding the foregoing, Institution acknowledges and agrees that the AAMC may not be able to provide advance notice of Changes necessary to
 - i. address legal issues/requirements or requests of government authorities;
 - ii. address any emergency or threat to the security, integrity, or performance of the AAMC; or
 - iii. respond to claims, litigation, or loss of license rights related to third party intellectual property rights.

Institution will be responsible for all costs associated with implementing a Change outside of the Service.

- d. The Service may include features designed to interoperate with third party applications or services that are not part of the Service ("Third Party Technology"). Institution acknowledges that
 - i. access to such Third Party Technology must be obtained directly from the applicable Third Party Technology licensor/provider at Institution's cost; and
 - ii. Institution's use of Third Party Technology is at Institution's sole risk.
- e. The parties understand and agree that the AAMC Website Terms and Conditions (as available at <https://www.aamc.org/website-terms-conditions>) and the AAMC Privacy Statement (as available at <https://www.aamc.org/privacy>) govern Institution's access to and use of the Service, except that the choice of law, choice of venue, and indemnification clauses of the AAMC Website Terms and Conditions do not apply to this Agreement.

9. CONFIDENTIALITY

- a. Each party may disclose to the other party information that the disclosing party considers to be confidential, proprietary or non-public business information or trade secrets. "Proprietary Information" means all confidential or proprietary information of a Party disclosed or made available to the other Party, whether disclosed orally or in writing, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005).
- b. The receiving party agrees to keep strictly confidential all Proprietary Information and to hold and protect the information as it would its own Proprietary Information, but to no

- less than reasonable standard of care. The receiving party shall not at any time, directly or indirectly, use, disclose or divulge any Proprietary Information, except as contemplated hereunder or as necessary or permitted in connection with the performance of a written agreement by and between the parties. All Proprietary Information provided by the disclosing party to the receiving party pursuant to the Agreement must be and remain the sole and exclusive property of the disclosing party. At the request of the disclosing party, the receiving party shall promptly return or destroy all tangible Proprietary Information, together with all copies made thereof and any other media that incorporates the Proprietary Information.
- c. Obligations hereunder will not apply to information that:
- i. is or becomes available from public sources through no wrongful act of the receiving party;
 - ii. is already in receiving party's possession prior to the date of the Agreement without an obligation of confidentiality;
 - iii. is rightfully disclosed to a receiving party by a third party with no obligation of confidentiality;
 - iv. is independently developed by the receiving party; or
 - v. is required to be disclosed pursuant to any law, or any court or regulatory order served on the receiving party, provided that, except for disclosures properly made under applicable public records or freedom of information laws, the receiving party gives the disclosing party prompt notice of such required disclosure and an opportunity to contest such order or otherwise protect its Proprietary Information.

10. RESPONSIBILITY FOR LIABILITY

To the extent permitted under applicable law:

- a. Each party agrees that it shall be responsible for all demands, claims, damages to persons or property, losses, liabilities, including reasonable attorney fees, arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party.
- b. Each party shall promptly notify the other party in writing of any claim that may be subject to this section. Each party shall cooperate with each other in the investigation and disposition of any claim, provided that nothing in these Terms shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination or expiration of these Terms.
- c. AAMC will indemnify, defend, and hold harmless Institution, and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by the Service, provided that the AAMC shall not be required to indemnify Institution in the event the alleged infringement: (i) is based on Opportunity Information or other information or materials supplied by Institution; (ii) Applicant Data or other information or materials supplied by Applicants; (iii) is the result of a modification to the Service made by Institution or a party other than the AAMC; (iv) arises from use of the Service in a manner inconsistent with its documentation or not contemplated by this Agreement, or (v) arises from use of the Service with any other product or service not provided by the

- AAMC. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Institution, or Institution receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Institution will use reasonable efforts to notify AAMC promptly of such lawsuit, claim or election. However, Institution's failure to provide or delay in providing such notice will relieve AAMC of its obligations only if and to the extent that such delay or failure materially prejudices AAMC's ability to defend such lawsuit or claim. Institution will give AAMC sole control of the defense (with counsel reasonably acceptable to Institution) and settlement of such claim; provided that AAMC may not settle the claim or suit absent the written consent of Institution, unless such settlement (a) includes a release of all claims pending against Institution, (b) contains no admission of liability or wrongdoing by Institution, and (c) imposes no obligations upon Institution other than an obligation to stop using the Service.
- d. In the event of any claim of infringement of a third party's intellectual property rights in connection with Institution's use of the Service, the AAMC may choose (at its election and expense) to
- i. procure the rights necessary for Institution to continue to use the Service in accordance with the Agreement;
 - ii. modify the Service to make it non-infringing; or
 - iii. terminate the Agreement and provide Institution a pro-rata refund of any prepaid subscription fees for the remainder of the term.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- a. Both parties agree to comply with all applicable national, state/provincial, and local rules, regulations, and laws, including, but not limited to, unlawful discrimination and harassment and laws governing student privacy.
- b. Each of AAMC and Institution warrant that it and its employees, officers, and directors are currently and will continue to act in compliance with the requirements of all applicable laws relating to corruption, bribery, ethical business conduct, money laundering, political contributions, and gifts and gratuities (collectively, the "Anti-Corruption Laws"). AAMC and Institution agree that neither it, nor anyone acting on its behalf, will violate any Anti-Corruption Laws or international anti-bribery standards, regardless of their technical applicability to the Institution, in connection with the Agreement, Institution's use of the Service, or on behalf of the other. By executing the Agreement, Institution agrees that it will not promise, offer, give, or either directly or indirectly authorize paying or providing anything of value to anyone to improperly influence any of his or her acts or decisions, to obtain or retain business, or to secure any improper advantage for AAMC or the Service. For the avoidance of doubt, this includes
 - i. an officer, employee, agent or representative of any government (including any department, agency or instrumentality of any government or any government-owned or government-controlled entity);
 - ii. a person acting in an official capacity on behalf of any department, agency or instrumentality of any government or any government-owned or government-controlled entity;

- iii. a candidate for political office, any political party or any official of a political party;
 - iv. any employee of any public international organization; or
 - v. any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to any person described in (a)-(d) above for the purpose of improperly influencing any of his or her acts or decisions, obtaining or retaining business, or securing any improper advantage for AAMC or the Service.
- c. Institution also commits that it will not accept any improper payment from any individual or entity in connection with its performance under the Agreement or its use of the Service. Institution agrees to immediately notify AAMC in writing if it has reason to believe that any of the statements in this Section 11 of this Agreement to be untrue, inaccurate, or incomplete.
- d. AAMC has disclosed to Institution using Addendum B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County (“County”) Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of AAMC’s proposal to Institution, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. AAMC acknowledges that under Government Code section 84308, AAMC is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Agreement. In the event of a proposed amendment to this Agreement, AAMC will provide Institution a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of AAMC or by a parent, subsidiary or otherwise related business entity of AAMC.

12. WARRANTY AND DISCLAIMER

- a. Each party warrants that
 - i. it is able to enter into the Agreement and perform the services as listed herein and is not limited or restricted by any agreements with any third parties in performance of this Agreement; and
 - ii. it shall perform its obligations under this Agreement in a professional manner.
- b. OTHER THAN THE WARRANTIES MADE IN SECTION 12(A), THE AAMC PROVIDES THE SERVICE “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR AS TO COMPLETENESS OR ACCURACY OF ANY INFORMATION OR DATA PROVIDED UNDER THE AGREEMENT. THE AAMC DOES NOT WARRANT THAT THE SERVICE WILL BE

SECURE, TIMELY, ERROR FREE, OR UNINTERRUPTED. THE AAMC IS NOT RESPONSIBLE FOR THE CONTENT, COMPLETENESS, OR VERACITY OF DATA ENTERED BY USERS INTO SERVICES, AND INSTITUTION RELEASES THE AAMC FROM ANY AND ALL LIABILITY FOR INACCURATE OR INCOMPLETE INFORMATION.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (I) THE OBLIGATIONS IN SECTIONS 10 (RESPONSIBILITY FOR LIABILITY) AND 11 (COMPLIANCE WITH LAWS, RULES, AND REGULATION), (II) LIABILITY ARISING FROM A PARTY'S RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR (III) INSTITUTION'S PAYMENT OBLIGATIONS FOR FEES DUE UNDER THE AGREEMENT, THE FOLLOWING LIMITATIONS OF LIABILITY SHALL APPLY:

- a. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY INSTITUTION UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.
- b. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. INSTITUTION WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS FOR FEES UNDER THE AGREEMENT ARE EXCLUDED AS THE AAMC'S LOST PROFITS.

14. MISCELLANEOUS TERMS

- a. **Survival.** Any provision that contemplates performance subsequent to the termination or expiration of the Agreement, including but not limited to confidentiality and data use obligations, will survive the termination or expiration of the Agreement for any reason.
- b. **Severability.** Any term or provision of the Agreement that is found to be invalid or unenforceable by a court having jurisdiction will be deemed to be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law, and the remainder of the Agreement will remain in full force and effect.
- c. **No Waiver.** The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

- d. **Assignment.** Neither party may assign or transfer its obligations or interest in the Agreement without the express written agreement of the other party. Subject to the above restrictions on assignment and transfer, the Agreement shall be binding on the successors and assigns of the parties hereto.
- e. **Ethics Hotline.** The AAMC is committed to conducting its business in an ethical and legal manner. AAMC employees are bound to comply with the AAMC’s ethical conduct policy, including complying with all laws, disclosing any conflict of interest, and otherwise acting in a manner that places the AAMC’s interests above any personal interest. If Institution would like to make a report regarding possible unethical behavior of an AAMC employee, Institution may contact the AAMC’s third-party Ethics Hotline at 855-729-0137 or online at www.aamc.ethicspoint.com. A report may be made on an anonymous basis. All reports are treated confidentially. The AAMC is committed to non-retaliation against any individual who makes a report.
- f. **Force Majeure.** Neither party shall be responsible for any delay or failure in performance under the Agreement for causes beyond that party’s control, including, but not limited to, riots, strikes, war, civil unrest, national emergencies, floods, fires, acts of God, acts of terrorism, or statutory or regulatory enactments; provided that, said party takes reasonable steps to accommodate and to prevent a delay or failure to perform.
- g. **No Third Party Beneficiary.** This Agreement is not intended to and must not be construed to give any third party any interest or rights with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
- h. **Export.** Institution will not permit its administrator(s) or any other authorized user of Institution to access or use the Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- i. **Federal Government End Use Provisions (if applicable).** AAMC provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with the AAMC to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.
- j. **Notices.** All notices or communications required or permitted hereunder must be in writing and delivered by hand or sent by certified mail, return receipt requested or by reputable overnight courier, to the address set forth below or such other address as may be designated by a party in accordance with this Section 14(j):

To the AAMC:

To Institution:

Association of
American Medical Colleges
655 K Street NW, Suite 100
Washington, DC 20001-2399
ATTN: Senior Director, VSLO
Email: visitingstudents@aamc.org

To Institution's mailing address as listed on the first page of this document and by email to the Dean, Dean's Assistant, and Primary Point of Contact as listed in Institution's application for participation in the Service

- k. **Disputes.** Disputes arising under this Agreement will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for mediation, at the written request of either party, before a neutral third party from and following the process of the JAMS mediation service (<https://www.jamsadr.com/mediation>) at a location as mutually agreed. During any such mediation, the parties will continue diligent performance of the Agreement. This Agreement shall be governed by and construed according to the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- l. **Language of Contract.** The language of the contract is English. Translation of the contract into other languages is permitted, but in the event of a dispute, the text of the English language contract will prevail and will be binding on the parties.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed to be an original but all of which constitutes one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Signatures on the following page

Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties through their authorized signatories have signed below to indicate acceptance to the terms of this Agreement:

Association of American Medical Colleges

Institution

Gabrielle Campbell
Chief Services Officer

Name: Dawn Rowe
Title: Chair, Board of Supervisors

Date

Date

Addendum A

Network and Role Selection

Institution will initially participate as a Host Institution in the Domestic Network.

Auto-Renewal

At the end of the Initial Term of this Agreement, the Agreement will not automatically renew for a three-year Renewal Term, as described in Section 3(a)(ii) of the Agreement.

Fees

Institution's fee for the first year of the Initial Term is \$2500

Institution will be invoiced annually for each subsequent year of the Term (Initial Term and any Renewals Terms) based on Institution's role(s), network(s), AAMC membership status, and nation's World Bank Index economic ranking.

The AAMC reserves the right to change its fees on an annual basis.



Addendum B

Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.



1. Name of Contractor: Association of American Medical Colleges

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Alliance of Academic Health Centers International, LLC	Wholly owned subsidiary
Center for Education and Medicine, Inc.	501(c)(2) title holding corporation

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a		



7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
n/a		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
n/a	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10. Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer:

_____ Name of Contributor:

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.



By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

Date

Print Name

Print Entity Name, if applicable