



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
 Contractor	 Association of American Medical Colleges
Contractor Representative	Sujay Polimati
Telephone Number	(202) 478-9917
Contract Term	May 18, 2021 through June 30, 2024
Original Contract Amount	\$7,500
Amendment Amount	
Total Contract Amount	\$7,500
Cost Center	8242

Briefly describe the general nature of the contract: Participation Agreement with the Association of American Medical Colleges, in an amount not to exceed \$7,500, for participation in and use of the Association of American Medical Colleges Visiting Student Learning Opportunities Program by Arrowhead Regional Medical Center's Graduate Medical Education Department for the total period of May 18, 2021 through June 30, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 5/10/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

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

Institution: County of San Bernardino on behalf of Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324

THIS PARTICIPATION AGREEMENT (“Agreement”), effective as of the date of last signature of this Agreement (“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 Visiting Student Application Service (VSAS®); 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 VSAS.
- c. The AAMC shall provide commercially reasonable support
 - i. to Applicants who need assistance with system navigation and application creation and submission within VSAS; and
 - ii. to administrators who are responsible for managing application processing within VSAS.
- 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 VSAS; and
 - ii. timely process any applications received through VSAS.
 - c. If serving as a Home Institution, Institution shall
 - i. upload Applicant rosters to VSAS 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 VSAS to its Applicants; and
 - iii. provide and maintain, at its own expense, any equipment, software, and services necessary to use VSAS.
 - e. Institution shall manage its administrators by
 - i. identifying who will be the contact for each role and network in VSAS;
 - 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 VSAS 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 VSAS.
 - 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 VSAS. Institution is responsible for all use of VSAS by those who have access to VSAS 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 VSAS: 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 VSAS 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 three years from the Effective Date plus the period of time to the end of the Billing Cycle selected in Addendum A, unless earlier terminated in accordance with this Section 3.
 - 1) End of the Fiscal Year Billing Cycle is June 30
 - 2) End of the Calendar Year Billing Cycle is December 31
 - 3) E.g., for an Effective Date of September 19, 2020 and selection of Fiscal Year Billing Cycle, the end of the Initial Term is June 30, 2024
 - 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 ninety (90) 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. AAMC will invoice Institution on an annual basis for any applicable fees and Institution must pay the invoice in full prior to the end of the applicable Billing Cycle 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.
- c. 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.
- d. Institution's fees to AAMC shall be payable in United States dollars, unless otherwise agreed by both parties.
- e. Travel and other expenses, including staff time, incurred by the Institution to take part in the Service are the sole responsibility of Institution.
- f. 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.
- g. 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 VSAS.
- 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®, VSAS®, 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 VSAS ("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”).
- 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. 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.
- d. AAMC agrees to indemnify, defend, and hold harmless Institution against all judgments, losses, and expenses arising from claims by third-parties, including reasonable attorney's fees, arising out of, or related to a claim of infringement of a third-party's intellectual property rights in connection with Institution's use of the Service in accordance with this Agreement, provided that AAMC shall not be required to indemnify Institution in the event the alleged infringement: (i) is based on Opportunity Information or other information or material supplied by Institution; (ii) Applicant Data or other information or materials supplied by Applicant, (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.
- e. Clauses (c) and (d) constitutes Institution's sole and exclusive remedy and the AAMC's entire obligation to Institution with respect to any claim of infringement of a third party's intellectual property rights in connection with Institution's use of the Service.

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. AAMC shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of Institution in an attempt to secure favorable treatment regarding this Agreement. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. AAMC shall immediately report any attempt by an Institution officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from AAMC. The report shall be made to the supervisor or manager charged with supervision of the employee or the County of San Bernardino Administrative Office. In the event of a termination under this provision, Institution is entitled to pursue any legal remedies.
- c. 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.
- d. 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.

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 SECTION 10 (RESPONSIBILITY FOR LIABILITY), (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 FIFTEEN THOUSAND DOLLARS (US \$15,000).
- 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:

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:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: Hospital Director

- k. **Disputes.** This Agreement shall be governed by and construed according to the laws of the State of 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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.
Disputes arising under this Agreement may be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved may be submitted for mediation, at the mutual agreement of both parties, 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.

- 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. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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
Gabrielle Campbell
Digitally signed by Gabrielle Campbell
Date: 2021.05.11 15:59:05 -04'00'

Gabrielle Campbell
Chief Services Officer

Date

Institution


Name: Curt Hagman
Title: Chairman, Board of Supervisors
MAY 18 2021

Date

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy


Addendum A

Network and Role Selection

Institution will initially participate as a Host Institution only in the U.S. Network.

Auto-Renewal

Not Applicable.

Billing Cycle

Fiscal Year: Institution will be billed annually on a fiscal year basis (July 1 to June 30). Invoices will be distributed in February/March for payment by the end of June.

Billing Contact

Invoices under this Agreement will be sent to:

Institution Name	County of San Bernardino on behalf of Arrowhead Regional Medical Center
Institution Mailing Address	400 N. Pepper, Avenue, Colton, CA 92324
Contact Name	Teresa Smith
Contact Email	SmithTe@armc.sbcounty.gov
Contact Phone Number	909-580-6157

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.