TERMS AND CONDITIONS For Outgoing Exchange Students

Medical Students' Associations

In consideration of participating in a research/professional exchange provided by my NMO, I agree to abide by all the terms and conditions below and I give the waivers and releases there set out:

The International Federation of Medical Students' Associations (IFMSA) performs a limited coordination function for the benefit of its National Member Organizations (NMO(s)) which offer exchange programmes for their students. Each NMO has a number of medical faculties (Local Committee/LC) which participate in exchange programmes in its country. The home NMO and host NMO have an agreement between them for the operation of an exchange programme between them. IFMSA is not a party to that agreement. IFMSA has a Standing Committee on Professional Exchanges (SCOPE) which issues Regulations (SCOPE Regulations) to which each NMO is subject in the operation of its exchange programmes.

A student may apply to participate in an exchange to a host NMO. Once a student has been accepted for an exchange programme by a Local Committee, he/she will be assigned an application form (Application Form/AF) on IFMSA's database (Database). After filling in the application form and uploading all required documents in the Card of Documents (Card of Documents/CoD), the AF will be sent to the host NMO, who will start the procedures to place the student and will later issue a Card of Acceptance (Card of Acceptance/CA) that will be sent to the applicant. The student must fill in onto the Database the card of confirmation (Card of Confirmation/CC). The student's contact at the Local Committee (Local Exchange Officer/LEO) is responsible for providing the student with the exchange student handbook (Student Handbook). After the end of an exchange, the student will be asked to complete an evaluation of the exchange using an evaluation form (Evaluation Form) on the Database

The Exchange Conditions (**Exchange Conditions**) of the NMOs can be found here: http://ifmsa.org/participating-countries-and-exchanges-conditions/

The SCOPE Regulations can be accessed via this link: http://ifmsa.org/professional-exchanges/

- 1. I have read and agree to comply with the Exchange Conditions of my host NMO. I understand and confirm that the agreement for any exchange in which I participate is between myself and my home NMO only, and not between myself and IFMSA.
- I assume all risks associated with my participation in all activities that occur during the exchange, during related travel, and all other related activities. I agree to indemnify and hold harmless IFMSA from all and any damage or liability arising from or related to my participation in any exchange. I agree to comply with the laws of the host country. I am also responsible for obtaining my own health and malpractice/liability insurance.
- 3. I acknowledge and confirm for myself and on behalf of my heirs, executors, administrators and representatives that I have no claim or right of action of any kind, arising in any capacity or in any jurisdiction, against IFMSA or any of its officers or employees. To the extent that any such claim or right of action exists or may exist, whether in law or in equity and whether or not presently known to any party or to the law, I irrevocably waive such claim and I release and discharge IFMSA, its officers and employees from all and any liability in respect of it, so far as permitted by applicable law.
- 4. I understand that all NMOs, including my home NMO and host NMO, are subject to the SCOPE Regulations. I understand and agree that these Regulations may affect how these NMOs handle my exchange.

5. I agree that I am responsible for all fees set by my home NMO for the exchange and that I will pay them in a timely manner, and that all fees are non-refundable except as may be approved by my home NMO.

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- 6. I agree that I am responsible for sending in my Application Form by the deadlines placed by my home NMO and as stated in the Exchange Conditions of my desired host NMO.
- 7. I agree that it is highly important for me to attend any pre-departure training organized by my home NMO or Local Committee, to be fully prepared for my exchange.
- 8. I agree that, once I am given access to the Application Form on the IFMSA Database:
 - my application will be made to the country affiliated with my AF. Any changes in my country choice after this point are subject to my home NMO's approval.
 - the host NMO will seek to host my exchange during my desired period, but that the
 exchange period is subject to the applicable Exchange Conditions, and to the final
 approval of the host NMO.
 - my choice of Local Committee and city, as well as choice of department are not guaranteed.
- 9. I agree that I must submit/upload required documents, including the AF, CC and CoD, by the deadlines indicated in the applicable Exchange Conditions, and within deadlines set by my home NMO or Local Committee/LEO.
- 10. I understand that the host NMO must send the CA to me at the latest 8 weeks prior to the beginning of my exchange period. If I do not receive the CA nor any communication or information regarding my exchange at the latest 6 weeks prior to the exchange period, my home NMO has the right to cancel the exchange and another period may be offered.
- 11. I agree that I am responsible for meeting all passport and immigration requirements of the country in which my exchange will take place. Any difficulties caused by failure to review and meet these requirements are my responsibility and not those of my home NMO, my host NMO or IFMSA.
- 12. I understand that I must submit/upload the Card of Confirmation no later than 4 weeks before the start of my exchange (or, if later, no later than 4 weeks after the issue date of my CA). If my CC is not so received, I understand that the host NMO has the right to cancel the exchange. Any exceptions to this rule must be agreed upon between my home and host NMOs.
- 13. I understand that I should fill out the Evaluation Form on the Database after it becomes available during the 3rd week of my exchange, and before the exchange is completed.
- 14. In order to receive a certificate confirming that I have completed the exchange, I must:
 - Attend at least 80% of the exchange for its duration.
 - Fulfil the exchange requirements of the home and host NMOs.
 - Fill out the Evaluation Form.
 - Fill out the required parts of the Students' Handbook.
- 15. I am responsible for seeking credit for the exchange from my university. I am also responsible for notifying my Local Committee/LEO of any additional documents required for receiving credit, and the deadlines for receiving these documents. Approval and completion of any of these documents are not the responsibility of either NMO or IFMSA, and refusal of such approval does not provide grounds for reimbursement.
- 16. I understand that the host NMO is responsible for providing any required invitation letter or other documents required to issue my visa if needed. However, I agree that I am responsible for requesting all such documents from the host NMO, at the latest 2 months prior to the start of my exchange. If hard copies are needed, I agree that I am responsible for requesting such

documents from the host NMO at the latest 2 months prior to the IFMSA March Meeting, or the IFMSA August Meeting [if my exchange is to start after March], in the year of my exchange, otherwise I will be responsible for paying the mailing fees.

- 17. I will strictly follow policies and regulations of the hosting hospital, laboratory, university and/or all affiliated institutions that do not contradict the applicable Exchange Conditions. Failure to do so may result in cancellation of the remaining period of the exchange and losing all my rights without compensation.
- 18. I agree to uphold patient confidentiality at all times during my exchange.

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- 19. I understand that I must have adequate knowledge of the English language, of the native language of the host country, or the language agreed upon by both NMOs for my exchange, otherwise I can be refused entry to the host country and excluded from the exchange program. In that case, I will be held responsible for all fees and costs related to the exchange and will not receive any reimbursement.
- 20. If the host NMO/LC does not fulfil its obligations, I understand that I must discuss the problems with my LEO, my tutor, and/or my Local Committee immediately upon encountering the problem. If the problem is not being addressed within a week of the problem's onset, I should contact my National Exchange Officer/National Officer on Research Exchange as well, if the LEO has not done so.
- 21. I understand that I will not be expected to pay additional costs to the host NMO unless indicated in the applicable Exchange Conditions. If such payment is requested, I am expected to contact my LEO as soon as possible.
- 22. Any concerns I have regarding compensation and complaints must be made directly to my home NMO. My home NMO may choose at its discretion to follow up on the case by using IFMSA channels in accordance with IFMSA bylaws.
- 23. I accept responsibility for any losses caused by my failure to comply with any of the applicable Exchange Conditions and these terms and conditions.
- 24. I understand that IFMSA is not bound by any waivers or consents, nor responsible for any instructions or communications, made or given by my NMO.
- 25. If any provision or part of these terms and conditions is found to be unenforceable, all other provisions will remain in full force and effect.
- 26. These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter, shall be governed and construed in accordance with the laws of England and Wales.
- 27. By participating in an exchange programme, I agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims) which may arise out of or in connection with these terms and conditions or their subject matter. Nothing contained in this clause shall limit IFMSA's right to take proceedings in any other court of competent jurisdiction.
- 28. My continuing with the application process for an exchange programme also represents my acceptance of these terms and conditions.

I confirm that I have read and understood these terms and conditions in full. I am at least 18 years of age and I agree with the terms and conditions stated above:

Name			Date	
Signature				
NAME AND STUDENT	SIGNATURE	OF THE		