AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT
IMPLEMENTATION LETTER

The purpose of this Implementation Letter ("Letter") is to provide a record of the clinical training affiliation agreement between Texas A&M University Health Science Center, a health-related institution under the administration of Texas A&M University, a Texas institution of higher education, on behalf of its College of Medicine ("COM" or "SCHOOL") and The Methodist Hospital d/b/a Houston Methodist ("HM" or "HOST AGENCY") with respect to a clinical training experience ("Program") for one or more of the COM’s students and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement, dated October 15, 2013 (the "Agreement"), which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions:

The following terms shall be in addition to those contained in the Agreement. To the extent of any conflict between the terms of the Agreement and the terms of this Letter, the terms of this Letter shall control.

1. Scope
The scope, key elements, and parameters of the Program, including the number of students eligible to participate in the Program and their respective rotations and learning objectives, will be mutually agreed upon by COM and HM annually and may be altered by mutual agreement. The parties agree that the Program will consist of such required elective rotations that are part of the third and fourth year curriculum of COM.

2. Students
COM and HM will jointly determine the number of student slots on an annual basis. The first cohort of students will matriculate to the HM campus in fall 2015 (July 2015) and will consist of twenty-four (24) 3rd year medical students (M3). This cohort includes the students in the MD/PhD program described below. These M3’s will then matriculate to the fourth year (M4) in the fall 2016. Up to ten (10) students assigned to the HM campus will be enrolled in the MD/PhD program at COM. The remaining slots for clinical training at the HM campus will be filled based on standard COM admission and campus designation procedures, with preference given to students with engineering degrees. If there are more requests for training at the HM campus than there are slots, assignment will be made based on COM standard admission and campus assignment procedures.

3. MD/PhD Program
COM and HM will jointly determine the number of MD/PhD student slots on an annual basis based upon number of competitive applicants who wish to train in Houston. The first cohort of MD/PhD students will matriculate to the HM campus in fall 2015 (July 2015) and will consist of up to ten (10) 3rd year medical students (M3). The MD clinical training will occur at the HM campus. The PhD training will occur at either the HM campus or the Texas A&M Health Science Center ("HSC") Houston campus. The students will be allowed to select the campus for their PhD training. The cost of the MD/PhD program will be a shared responsibility of COM and HM. COM will fund the cost (stipends, tuition, and fees) during the pre-clinical training for all MD/PhD students. For students conducting their PhD training in a HSC Houston campus lab, COM will fund the costs during the PhD training and will continue to fund the costs of the remainder of their MD clinical training. For students conducting their PhD training in a Houston Methodist Research Institute ("HMRI") lab, HM will fund the costs during the PhD training. COM and HM will divide equally the costs of the remainder of the MD clinical training for students who conducted their PhD training at
the HMRI. Annual stipends will be determined at the sole discretion of COM and will be set prior to completing the Program Budget, which shall be the annual budget for the Program as mutually agreed to by the parties in writing.

4. Academic Leadership Team
Subject to HM's prior approval, COM shall designate a leadership team consisting of a regional dean and additional administrative staff who will be its representatives relating to the Program and coordinate the activities between COM and HM. The regional dean shall report to and be supervised by the Dean of the COM for all academic-related matters relating to the Program. The leadership team will office on the HM campus in facilities provided by HM. COM will fund the personnel costs of the Academic Leadership Team in accordance with the approved Program Budget. Personnel serving on the Academic Leadership Team shall be employed by HM, shall be subject to HM compensation, benefit, human resources, and employment policies. COM and HM shall reasonably and in good faith work, cooperate, and consult with each other regarding the activities of the academic leadership team personnel.

5. Program Funding
COM will be responsible for paying for all academic support costs necessary to support the Program, which include (but are not limited to) the salaries, benefits, and expenses to support the academic leadership team, stipends for clerkship directors, clerkship coordinators, and program directors and, appropriate support for other administrative functions such as student affairs, business affairs, and information technology (all of these commitments collectively referred as the "COM Academic Support Commitment").

For each fiscal year of the Program, COM will establish, fund, and manage a fund of money ("Program Fund") to be used exclusively to pay for the COM Academic Support Commitment and to satisfy its duties and obligations set forth above. The Program Fund will be a separate budget item for COM and will be treated the same as other COM Regional Dean's Office budgets. COM and HM will agree upon a budget covering and listing all costs and expenses necessary to support the Program during the COM's annual budget process.

The parties further agree that the Program Budget will address how they will share equally and appropriately in operational efficiencies and cost savings. COM and HM shall reasonably and in good faith work, consult, and cooperate with each other regarding all budget, funding, and expense issues relating to the Program.

COM shall be responsible for academic support costs as outlined in the first paragraph of section 5 and HM shall be responsible for clinical faculty-related costs necessary to support the Program as well as for providing access to appropriate education, clinical and administrative space within HM facilities in support of the Program. These costs shall be included in the Program Budget. Any costs or expenses not included in the Program Budget that are reasonably necessary to support the Program will be shared equally between COM and HM except as COM and HM otherwise agree in writing.

The parties acknowledge and agree that all student-housing costs will be assumed by the student.

6. Annual Enrollment and Budget Amendment
The number of students, the number of students participating in the MD/PhD program, and the Program Budget will be mutually agreed upon by COM and HM annually and will be evidenced by an annual Program Budget letter executed by the parties no later than November 30th.
7. Payments
Payments from COM out of the Program Fund will be made on a quarterly basis to HM. HM will invoice the COM based on expenses incurred in accordance with the Program Budget. The parties agree that each will remain obligated for its share of any expenses or expenditures in connection with the Program pursuant to the most recently adopted Program Budget, unless and until a new Program Budget is mutually adopted by the parties.

8. Third Party Institutions and Organizations
The COM and HM acknowledge and agree that COM may need from time-to-time to contract with other third-party institutions and organizations to provide certain of the rotations necessary, including but not limited to psychiatry and pediatric rotations, upon notification from HM as to the need for such arrangements. COM and HM will reasonably and in good faith consult and cooperate with each other in identifying, developing, and implementing these third party arrangements. Such arrangements will be formalized in a two-party agreement between COM and the third party organization. If HM and COM agree the cost for such an arrangement is included within the annual compensation for HM, then HM will be responsible for the cost of these third party agreements. If not, COM will be responsible for such costs. COM will make every effort to utilize the AAMC Uniform Clinical Training Affiliation Agreement, as may be modified by a mutually agreeable Implementation Letter, as the basis for third party arrangements.

9. Insurance
HM acknowledges that, because COM is an agency of the State of Texas, liability for the tortious conduct of employees of COM or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code), Chapters 101 and 104; and that Workers' Compensation Insurance coverage for employees of COM is provided by COM as mandated by the provisions of Chapter 502, Texas Labor Code. COM shall have the right, at its option, to (a) obtain liability insurance protecting COM and its employees and property insurance protecting COM's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by COM as a result of its operations under the Agreement.

HM recognizes that medical students, upon payment of a pre-set fee at time of enrollment, are provided limited medical liability coverage under the HSC-COM Medical Liability Program, in the amount of $25,000 per occurrence, $75,000 in annual aggregate. Such policy shall provide for coverage during such times as the medical students are on the premises of HM.

At no time shall medical students be considered legal representatives, employees or agents of COM or HM. Medical students are not entitled to receive payment for services rendered, replace or substitute for a COM or HM health care provider, or possess authority to enter into any form of agreement on behalf of COM or HM.

10. Public Information
HM acknowledges that COM is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Letter or the Agreement.

11. Non-Waiver
HM expressly acknowledges that COM is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by COM of its right to claim such exemptions, privileges, and immunities as may be provided by law.
12. Dispute Resolution
To the extent applicable to this Agreement, the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve and claim for breach of contract made by HM against COM that cannot be resolved in the ordinary course of business. HM shall submit written notice of a claim of breach of contract under this Chapter to Texas A&M University Health Science Center, which shall examine such claim and any counterclaim and negotiate with HM in an effort to resolve the claim.

13. No Referral Obligation
The parties acknowledge and agree that the Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any party to use HM facilities, or the admission or referral of any patients to HM or any other facility or service related to HM.

14. Force Majeure
Neither Party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such Party and which by due diligence it is unable to prevent or overcome.

15. Governing Law
The validity of the Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

16. Venue
Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against COM shall be in the county in which the primary office of the chief executive officer of COM is located. At the execution of the Agreement, such county is Brazos County, Texas.

17. Notices
Any notices required or permitted by this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following at the addresses indicated (unless otherwise specified):

IF TO COM:
Dean
Texas A&M Health Science Center College of Medicine
3060 Health Professions Education Building
8447 State Highway 47
Bryan, Texas 77807-3260

With a copy to:
Texas A&M Health Science Center
Vice President for Finance & Administration
200 Technology Way, Suite 2079
College Station, TX 77845-3424
18. Amendment
The parties may revise or modify this Agreement only by written amendment signed by both parties.

19. Term and Termination
This Letter and the Agreement shall be effective on the date stated herein for a period of five (5) years provided either party may terminate the Agreement without cause by giving ninety (90) days written notice to the other. At least 180 days prior to the end of the initial term or any renewal term, the parties may elect to renew this Agreement for additional terms of up to five years by mutual written agreement.

20. Use of Name
Each party agrees not to use the name, service mark or logo of the other party without the other party’s prior written consent. The parties will mutually agree in advance upon any public announcements, advertising, marketing, or communications to the media regarding the Agreement or the relationship created by (or the services to be provided pursuant to) the Agreement.

21. Provisions Unenforceable
If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. Faculty Appointment
Physicians who wish to teach students at HM must be approved by COM and appointed to the faculty of COM prior to performing any teaching or preceptor services to students.
This LETTER and the Agreement are effective on May 1, 2014, regardless of the date when signed by all parties. The individuals executing this LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Agreement and further agree to comply with its terms except as noted above.

[SIGNATURES ON NEXT PAGE]
AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL’s accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.
- Confirmation that the SCHOOL’s department heads (or clerkship directors) have authority to ensure faculty and medical student access to appropriate resources for medical student education when those department heads are not also the clinical service chiefs at affiliated institutions.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:
A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the evaluation/ performance of all the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If
requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL’s curriculum; b) student security badges or other required security access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY’s facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student’s level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the evaluation of the learning and performance of participating students by completing evaluation forms provided by and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL’s participating students as to the HOST AGENCY’S rules, regulations, procedures, and policies of the HOST AGENCY.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY’s emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will inform the student that the student will be responsible for any charges thus generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the
participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL’s records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients’ welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL’S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL’s clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students; and residents, and HOST
AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the training program, which may include on-site visits. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student’s participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student’s participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT will commence as of the date first written above and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. Health Insurance Portability and Accountability Act.

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY’s workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, 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.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

N. Headlines

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Headlines in this AGREEMENT are for convenience only.

O. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.
EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

**Duty:** Medical educators have a duty not only to convey the knowledge and skills required for delivering the profession's standard of care but also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

**Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect:** Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
• Solicit feedback from students regarding their perception of their educational experiences
• Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

**Students should:**

• Be courteous of teachers and fellow students
• Be prepared and on time
• Be active, enthusiastic, curious learners
• Demonstrate professional behavior in all settings
• Recognize that not all learning stems from formal and structured activities
• Recognize their responsibility to establish learning objectives and to participate as an active learner
• Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
• Recognize personal limitations and seek help as needed
• Display honesty, integrity and compassion
• Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
• Recognize the duty to place patient welfare above their own
• Recognize and respect patients’ rights to privacy
• Solicit feedback on their performance and recognize that criticism is not synonymous with “abuse”

**Relationships between Teachers and Students**

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.