

STUDENT EXCHANGE APPENDIX
to the
AGREEMENT OF COOPERATION
between
THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK
and
CHUNGNAM NATIONAL UNIVERSITY COLLEGE OF MEDICINE, DAEJEON, KOREA

In accordance with Section II of the Agreement of Cooperation, the following mechanisms designed to encourage and facilitate exchange of medical students of the Stony Brook University School of Medicine (Stony Brook SOM) and medical students of Chungnam National University, College of Medicine (Chungnam COM) are hereby established:

1. (a) Students may be exchanged for one full academic year, one full semester or discrete set of classes or clinical experiences as mutually agreed upon. With the consent of the Vice Dean for Academic Affairs, Stony Brook SOM may nominate medical students to participate in academic programs at the medical school at Chungnam COM and Chungnam National University Hospital. Reciprocally the administration of Chungnam COM may nominate its medical students to participate in academic programs at Stony Brook SOM and Stony Brook University Medical Center.

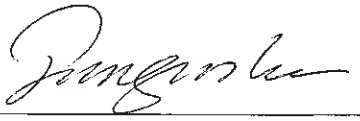
(b) If Chungnam COM provides the program at no cost to Stony Brook SOM students and accepts Stony Brook SOM's students for academic classes and clinical experiences at Chungnam COM and Chungnam National University Hospital, then in return, Stony Brook SOM may accept a number of medical students as determined by Stony Brook SOM, from Chungnam COM to participate in academic programs at Stony Brook SOM and Medical Center.
2. The number of students to be exchanged each year will be determined by mutual consent no later than February 1, of the preceding academic year.
 - a. Chungnam COM and Stony Brook SOM agree to achieve full reciprocity for the student exchange within three years.
3. Initial selection of students will take place at the home institute; however, the host institution reserves the right to deny admission to a student not meeting its general admissions criteria, or deny admission based on operational, educational, financial or programmatic reasons. Stony Brook SOM also reserves the right to deny admission for legal or regulatory reasons or based on the policy and procedure of SUNY, SUNY Stony Brook, and the State of New York or based on federal laws.
4. Student's names and other relevant information shall be received by the host institutions at least four months prior to participation in exchange.
5. Each host university will make a reasonable effort to assist incoming students in arranging accommodations. Students will be responsible for their own housing, travel, health, food and all other costs.
6. Each host university will waive tuition charges, if any, for the other incoming exchange students and will inform them in timely fashion concerning fees and expenses, in addition to the above, for which the student will be responsible.

7. Exchange students from Chungnam COM will be required to enroll in the mandatory SUNY health insurance program and be responsible for any deductible costs related to health care service, or costs of health care service not covered by insurance.
8. Students will be responsible for providing proof of inoculations and other prophylaxis and health examinations required for participation in their educational program and/or any health requirements to participate in any clinical rotation program, or any other health information required by county, state, or federal law.
9. Students shall comply with all rules and regulations of the host university, host state and Federal laws and regulations, including relevant academic standing, conduct and any health requirements. Chungnam COM will withdraw from participation immediately any student who has not met this requirement as determined by the State University of New York at Stony Brook.
10. Students who participate in the exchange program will not be degree candidates at the host university.
11. On the written request of the student, at the end of a student's program overseas, the host university will send to the home institution an official record of course or other work completed at the host university.
12. Each university will assess the academic work completed at the other university and will award credit to or otherwise acknowledge its students in accordance with its own academic policies and regulations. Neither university shall be liable for the acts of the other or for the acts of the other university's students participating in this exchange.
13. Each host university will assist incoming students to obtain visas and other documents required by current entry and visas requirements of the host country. To comply with host country regulations exchange students may have to provide a guarantee that they have financial resources sufficient to meet all expenses.
14. This Appendix shall be in effect for the same period as the Agreement of Cooperation and may be amended in writing upon mutual agreement of the parties. For matters not covered in Appendix, the universities shall consult the Agreement of Cooperation. This Appendix and Attachment is contingent on the existence of the Agreement of Cooperation and where the Agreement of Cooperation terminates, this Appendix and Attachment shall automatically terminate.
- 15(a) Chungnam COM will give access to Stony Brook SOM's medical students engaged in exchange program to Chungnam National University Hospital consistent with all Chungnam National University Hospital requirements and consistent with all applicable laws and regulations. Chungnam COM will provide students with appropriate supervision.
 - (b) Contingent on Chungnam COM giving Stony Brook SOM medical students access as described above in 15.(a), Stony Brook University Medical Center will give supervised access to Chungnam COM's medical students engaged in exchange program, consistent with all Stony Brook University Medical Center requirements and consistent with all applicable laws and regulations including, but not limited to New York Department of Health requirements. New York Department of Health requirements (10NYCRR 405.3) require hospitals located in New York State to "have a written agreement which defines the respective roles and responsibilities of the hospital and any educational program which utilizes the clinical facilities of the hospital for the education of students." Annexed below and incorporated by reference as Attachment 1 to

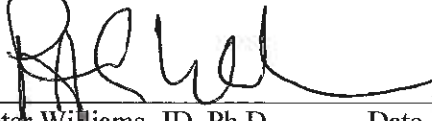
Appendix, is the "Clinical Facility Agreement," which is intended to meet that stated regulatory purpose as required by New York Department of Health.

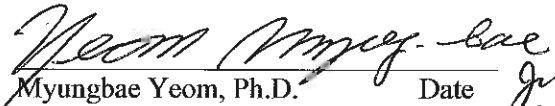
16. If either party wishes to terminate this agreement, it is understood that written notice will be given to the other party at least 30 days in advance of such termination. Reasonable efforts will be made to permit students who are currently participating, or scheduled for participation in the program at either university the opportunity to complete their educational experience.

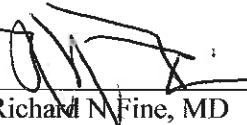
For Chungnam National University,



Jung-Un Lee, MD
Dean, College of Medicine
6/29/07
Date


For The State University of New York at Stony Brook


Peter Williams, JD, Ph.D
Vice Dean, School of Medicine
Date



Myungbae Yeom, Ph.D.
Vice-President for International Affairs
June 29, 2007
Date


Richard N. Fine, MD
Dean, Stony Brook Medical Center
6/29/07
Date


Hyun Soo Yang, Ph.D.
University President
7/5/07
Date


William Arens, Ph.D.
Dean, International Academic Programs
8/29/07
Date

(on behalf of pres. Yang)


Shirley Strum Kenny, PhD.
University President
8/30/07
Date

Attachment I
To Student Exchange Appendix
Clinical Facility Agreement
State University of New York

WHEREAS, Chungnam National University has a curriculum in medical studies and desires that its medical students obtain certain clinical experience at Stony Brook University Medical Center (Hospital), and

WHEREAS, clinical fieldwork experience is a required and integral component for such curriculum, and

WHEREAS, Chungnam National University desires that its medical students be given access to the Hospital in the development and implementation of the clinical fieldwork experience phase of its curriculum, and

WHEREAS, the Hospital and Chungnam National University recognize that the Hospital has the facilities necessary for Chungnam National University College of Medicine's medical students to participate in medical education

NOW THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1. Chungnam National University may send to the Hospital certain medical students in designated numbers as determined by the Hospital and at such times as shall be agreed upon in advance by the parties. Chungnam National University will notify the Stony Brook University School of Medicine (Stony Brook SOM) and/ or the Hospital of the name of each student and the time to be spent by the student at the Hospital prior to the start of the clinical fieldwork experience of students, as set out in the Chungnam National University course descriptions and objectives which will be sent to Stony Brook in January of each year or more often, if needed. Stony Brook SOM will reciprocally notify Chungnam National University of the courses – descriptions and objectives – available for the Chungnam exchange students.
2. The ultimate responsibility for all training and clinical fieldwork experience to satisfy the educational requirements shall rest exclusively with the Chungnam National University faculty. All clinical experiences must be in compliance with the policies and procedures of the Hospital, Stony Brook SOM, New York State Department of Education, New York State Department of Health and all applicable laws and regulations.
3. The Hospital shall make available appropriate fieldwork experience, consistent with patient's rights, enabling students to meet objectives of the educational program, consistent with the course description and objectives outlined in Exhibit B.
4. If requested in advance in writing by Chungnam National University, the Hospital will evaluate the performance of the assigned student on a basis established in advance of experience, using the form(s) supplied by Chungnam National University. All evaluations, if any, by students of the Hospital staff and experience at the Hospital shall be made available to the appropriate Hospital department head. Chungnam National University will maintain and retain all records and reports of each student's clinical fieldwork experience and shall make these records available to the Hospital upon request.
5. Chungnam National University COM and the Hospital in consultation with Stony Brook SOM shall maintain ongoing communication to coordinate the scheduling of academic and

clinical fieldwork experience. Chungnam National University will designate an educational coordinator and the Hospital will designate a clinical fieldwork supervisor who shall supervise the student(s) while at "Hospital".

6. The Hospital will make available facilities such as, library and cafeteria facilities for faculty and students of Chungnam National University at the sole cost of the student (s) or Chungnam National University.
7. In case of emergency illness or injury during the clinical fieldwork experience, the Hospital will provide emergency care to students at the student's own expense. In the event that care or treatment is required beyond the emergency, the student shall be responsible for arranging such care or treatment and for all associated costs.
8. The students of Chungnam National University shall not be deemed employees of the Hospital, Stony Brook SOM, State University of New York (SUNY) or the State of New York. The Hospital, Stony Brook SOM or SUNY shall pay no stipend or other consideration to students, nor shall Chungnam National University or its students pay any consideration to the Hospital, in exchange for the clinical fieldwork experience.
9. Chungnam National University shall require students to conduct themselves in accordance with the Hospital's rules and regulations. Upon request, the Hospital shall make such rules and regulations available to Chungnam National University, their faculty and students for review as necessary. The Hospital reserves the right to dismiss from the Hospital at any time any student or faculty from Chungnam National University whose condition or conduct jeopardizes the well-being of its patients or employees, volunteers or other students or interferes with the usual operations of the Hospital. Unless unusual circumstances exist, reasonable efforts will be made by Hospital to consult with Chungnam National University's designated contact person prior to such dismissal. At the request of the Hospital or Stony Brook SOM, Chungnam National University shall immediately and permanently suspend from the Hospital and/or Stony Brook SOM and suspend from continuing in the clinical experience, any student or Chungnam National University faculty member who fails to obey such rules and regulations of the Hospital.
10. Chungnam National University shall require all students to maintain information concerning patients as confidential and not to be released to any person without prior written approval from the Hospital, consistent with all applicable state, and federal laws and any applicable policies and procedures of the Hospital.
11. If either party wishes to terminate this Clinical Facility Agreement, it is understood that written notice will be given to the other party at least thirty (30) days in advance of such termination. Reasonable efforts will be made to provide that students then enrolled in clinical fieldwork experience at the Hospital will have the opportunity to complete the experience at the Hospital. This Attachment shall terminate automatically upon the termination of the Agreement of Cooperation, or upon termination of Student Exchange Appendix to Agreement of Cooperation.
12. The Hospital and Chungnam National University will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, handicap, color, national origin, race, religion or sex.
13. Chungnam National University shall ensure that all students are in good health prior to beginning or continuing clinical fieldwork experience at the Hospital. Chungnam National University and / or the student must submit to Hospital documented evidence of a physical examination performed within the twelve (12) months preceding the start of the clinical fieldwork experience at the Hospital. This documentation must certify that the student is in

good health and does not pose a health risk to the patients or employees at the Hospital. Chungnam National University and / or the student must also submit documented evidence that the student is immune to rubella (German measles) and rubeola (measles), that the student has been immunized against tetanus and diphtheria within the past 10 years, and that the student is free from active tuberculosis, and any other health requirements established by law, regulations, including, but not limited to Department of Health regulations and/ or Hospital policy. Documented evidence of the student's varicella titer must also be submitted. All such documented evidence must be submitted to the Hospital for review prior to the start of any clinical fieldwork experience. Chungnam National University agrees that no student will be sent to Hospital without prior delivery of documented evidence of the above.

14. Chungnam National University shall attest that the students it sends to Stony Brook SOM have no criminal record and are of high integrity and professionalism.
15. Chungnam National University agrees to defend, indemnify and hold harmless State University of New York, State University of New York at Stony Brook, Stony Brook University Medical Center, and the State of New York, and its officers and employees for all acts or omissions of Chungnam National, its officers employees and agents and /or its students of Chungnam National University engaged in the educational exchange program at Stony Brook University School of Medicine and Stony Brook University Medical Center. In order to meet the above obligations Chungnam National University shall either procure sufficient insurance to cover its obligations above or set aside a sufficient fund intended for and dedicated to cover such potential obligations noted above. Additionally, Chungnam National University on behalf of itself and on behalf of its students acknowledges that the State University of New York, State University of New York at Stony Brook, Stony Brook Medical Center, the State of New York does NOT procure any insurance coverage for the Chungnam National University students, nor does State University of New York, Stony Brook University Medical Center nor State of New York consider the Chungnam National University students, officers employees or agents of the State University of New York, State University of New York at Stony Brook, Stony Brook University Medical Center or the State of New York. At all times the Chungnam National University students remain solely agents of Chungnam National University who assumes full responsibility for all acts and or omissions of its students. This provision survives termination of the agreement.

SUNY on behalf of Stony Brook University Medical Center to the fullest extent authorized by New York law shall be responsible for any and all liability, loss, claim, damage, suit, judgment and any and all costs and expenses including attorneys fees, if assessed by a court of competent jurisdiction, arising from the activities of the State University, provided that such liability, claims, losses, damages, suits or judgments arise out of the acts or omissions of the State University or its officers, or employees acting within the scope of their employment, as provided by law. This provision does not apply to any liability, claim, suit, damage, or judgment on behalf of any other party other than the State University, or its officers, or employees.

16. This agreement shall be governed by the state laws of New York.
17. The Hospital retains the ultimate responsibility for the quality and safety of patient care.
18. The parties hereto recognize that in the performance of this contract the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest service to the public.

19. The students and faculty shall respect the confidential nature of all information that they have access to, including but not limited to patients personal health information provided to them orally, contained in patient medical records or maintained on the Hospital's electronic information system.

Chungnam National University shall require all students to comply with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. The Hospital and Stony Brook SOM will provide students with training in the requirements of the privacy and security provisions of HIPAA. Chungnam National University students are required to comply with the Hospital's policies and procedures relative to HIPAA. Hospital agrees to provide students and faculty, on request, with copies of or access to Hospital's policies and procedures relative to HIPAA. Chungnam National University shall ensure that students shall not remove any Protected Health Information (PHI) or data from Hospital.

20. Any amendments to this agreement must be in writing and on mutual consent.
21. All notices to parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

TO STATE UNIVERSITY:

Office of Health Sciences
State University of New York
State University Plaza, Room S300
Albany, NY 12246

And also copies to:

Dean School of Medicine
Stony Brook University Medical Center
Stony Brook, New York 11794

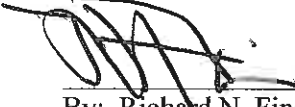
AND TO THE AGENCY:

Chungnam National University
220 Gung-dong, Yuseong-gu
Daejeon 305-764, Korea


Or to such addressee as may be hereinafter designated by notice.
All notices become effective only when received by addressee.

IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed by its duly authorized officer the day and year first above written.

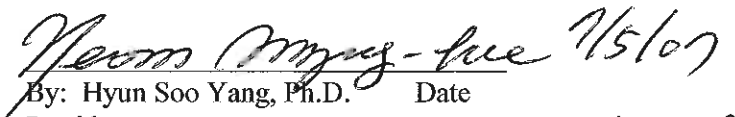
For The State University of New York
(on behalf of Stony Brook University Hospital)

 6/29/07
By: Richard N. Fine, MD Date
Dean, Stony Brook Medical Center

For Chungnam National University

 6/29/07
By: Jung-Un Lee, MD Date
Dean, College of Medicine

 7/5/07
By: Myungbae Yeom, Ph.D. Date
Vice President for International Affairs

 7/5/07
By: Hyun Soo Yang, Ph.D. Date
President

(on behalf of pres. Yang)