

IFMSA SCOPE TERMS AND CONDITIONS For Outgoing Exchange Students

Considering my participation in a 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) has a limited coordination function that benefits its National Member Organizations (NMO(s)), which offer exchange programmes for their students. Each NMO has a number of medical faculties (Local Committee/LC) that participate in exchange programmes within their country. The home NMO and host NMO have an established agreement to facilitate exchange programmes 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/NMO, an application form (Application Form/AF) will be assigned on the IFMSA's Exchanges Database (Database) based on the contract. 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. In the Database, the student must fill out 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). Before and after the exchange, the student will be asked to complete an evaluation of the exchange using two evaluation forms (Pre-Evaluation and Post-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/>

I. Releasing IFMSA and accountability of the home NMO.

1. 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 the IFMSA, its officers and employees from all and any liability in respect of it, so far as permitted by applicable law.
2. 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.
3. 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.
4. 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.

II. Procedures and documentation before the exchange application.

5. I agree that I am responsible for all the fees set by my home NMO for the exchange and that I will pay them in a timely manner. Also, that all fees are non-refundable except as may be approved by my home NMO.
6. I am responsible for seeking credit for the exchange from my university or any third party if needed. I am also responsible for notifying my LC/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.

7. I am responsible for obtaining my own health insurance. I am also responsible for obtaining any malpractice or liability insurance if required by my host NMO.
8. 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.
9. I understand that the host NMO is responsible for providing any required invitation letter or other documents needed to issue my visa. 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 in the year of my exchange, otherwise I will be responsible for paying the mailing fees.

III. Database procedures before the Exchange.

10. I agree that I am responsible for sending my Application Form by the deadlines established by my home NMO and as stated in the Exchange Conditions of my desired host NMO.
11. I agree that, once I am given access to the Application form on the IFMSA Database:
 - My application will be sent to the country affiliated with my host NMO. Any changes in my choice of country after this point are subject to my home NMO's approval.
 - The host NMO will try to accommodate my exchange during my desired period of travel; however, 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.
12. I agree that I must submit/upload required documents, including the AF, CC, and CoD, by the deadlines indicated in the host NMO's Exchange Conditions, and within deadlines set by my home NMO or Local Committee/LEO.

13. I agree that it is highly important for me to attend any Pre-Departure Training organized by my home NMO or Local Committee and any Upon-Arrival Training organized by my hosting NMO or Local Committee in order to be fully prepared for my exchange.
14. 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 needs to be offered.
15. I understand that I must submit/upload the Card of Confirmation no later than 4 weeks before the start of my exchange (or no later than 4 weeks after the issue date of my CA). If my CC is not received, I understand that the host NMO has the right to cancel the exchange. Any exceptions to this rule must be agreed between my home and host NMOs.

IV. Communication and requirements of the Exchange.

16. I will respect the communication guidelines in IFMSA and therefore never contact the NEO from my hosting NMO directly. I will contact my Local Exchange Officer, who will contact the National Exchange Officer in my country. The National Exchange Officer will contact the hosting NMO. After I receive my CA, I can contact the person mentioned in my CA, my Contact Person (CP). During my exchange, I will have direct communication with my CP and hosting LEO.
17. I understand that I should fill out and submit the Pre-Evaluation Form upon filling out my CC. I must fill out the Post-Evaluation form when it becomes available during the 3rd week of my exchange. This form must be submitted before the exchange is complete in order to receive the IFMSA Exchange certificate.
18. In order to receive a certificate confirming that I have completed the exchange, I must:
 - Attend at least 80% of the exchange duration.
 - Fulfil the exchange requirements of the home and host NMOs.
 - Fill out the Pre and Post Evaluation Forms.
 - Fill out the required parts of the Students' Handbook.

V. During the Exchange.

19. I agree to comply with the laws of my hosting country.
20. 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 the cancellation of the remaining period of the exchange and no reimbursement of the cost of the exchange will be applicable.
21. 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.
22. I agree to uphold patient confidentiality at all times during my exchange.
23. If the host NMO/LC does not fulfill 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 addressed within a week of the problem's onset, I should contact my National Exchange Officer as well, if the LEO has not done so.

VI. Finances Compliance.

24. No personal profit will come out of my SCOPE exchange. Under no circumstances will I receive monetary benefit for going in a SCOPE exchange.
25. 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.
26. I assume all risks associated with my participation in all the activities that occur during the exchange, travel, and any other related activities. I agree to indemnify and hold harmless the IFMSA from all and any damage or liability arising from or related to my participation in any exchange.

27. 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 the IFMSA Constitution & Bylaws.

VII. Legally Binding Agreements & Terms Violations Repercussions.

28. 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.

29. By participating in an exchange program, 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.

30. I accept responsibility for any losses caused by my failure to comply with any of the applicable Exchange Conditions and these terms and conditions.

31. 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.

32. 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 fully. I am at least 18 years of age, and I agree with the terms and conditions stated above.

Personal Information: (Please provide the name and signature of the exchange student below).

Name:

Date:

Signature: