

EDUCATIONAL PLACEMENT AGREEMENT FOR STUDENTS

THIS EDUCATIONAL PLACEMENT AGREEMENT (this “**Agreement**”), effective as of May 12, 2020 is by and between the **Icahn School of Medicine at Mount Sinai**, a New York education corporation with its principal place of business located at One Gustave Levy Place, New York, New York 10029 (“**Icahn School of Medicine**”) and the **University of Verona, Doctoral Program in Clinical and Experimental Biomedical Sciences**, with its PhD Unit located in via San Francesco 22 – 37129, Verona, Italy (“**Institute**”). Icahn School of Medicine and the Institute may be referred to individually as a “**Party**” and jointly as the “**Parties.**”

RECITALS

WHEREAS, Institute has an instructional program for qualified students preparing for careers as Researchers in Biomedical and Translational Science (the “**Program**”), and

WHEREAS, Icahn School of Medicine can provide educational experience to students enrolled in the Program by placement at a Mount Sinai Health System site in the Department of Medicine, and

NOW, THEREFORE, in consideration of the foregoing premises, the terms, covenants and conditions set forth in this Agreement, the Parties, intending legally to be bound, do hereby agree as follows:

1. Assignment of Students.

Institute shall assign students who are enrolled in the Program to serve at Icahn School of Medicine as part of the students’ regular program (“**Assigned Students**”). The number of Assigned Students, the areas of assignment and the Assigned Students’ schedules shall be determined by agreement between Institute and Icahn School of Medicine. Institute shall submit to Icahn School of Medicine a list of students to be placed at Icahn School of Medicine and shall ensure that the list is current at all times.

2. Supervision of Students.

Institute shall have responsibility for the administration of the Institute Program’s curriculum requirement, grading, graduation and faculty appointments. Assigned Students shall be supervised by staff members at Icahn School of Medicine while at Icahn School of Medicine. Icahn School of Medicine shall appoint a Coordinator who shall be responsible for making assignments, attendance, keeping records and reporting student evaluations to Institute on a regular basis using forms provided by Institute for these purposes. Attached hereto as Exhibit A is the Independent Project Agreement between Institute and Icahn School of Medicine which provides further detail regarding the expectations of the parties with respect to student placement.

3. Responsibility for Students.

Assigned Students shall not be deemed employees of Icahn School of Medicine for any purpose. Icahn School of Medicine shall not compensate Assigned Students for services provided hereunder, nor provide other incidents of employment, nor cover incidental expenses such as meals, housing, medical care, travel or uniforms. Icahn School of Medicine will provide

emergency medical care to Assigned Students who become ill or are injured while on duty at the Assigned Students' expense.

4. **Intellectual Property.**

Institute acknowledges that Assigned Students are subject to and must comply with Icahn School of Medicine's Intellectual Property Policies and Processes (the "Policy"), as such Policy may be amended from time to time. Any inventions or other intellectual property that may arise from the Assigned Student's work at Icahn School of Medicine are hereby assigned to Icahn School of Medicine, and Institute will cooperate with and require such Assigned Student to cooperate with Icahn School of Medicine by promptly disclosing such inventions and intellectual property in confidence to Icahn School of Medicine's technology and commercialization office, Mount Sinai Innovation Partners, and signing such papers and providing such information as are needed to perfect Icahn School of Medicine's rights.

5. **Confidentiality.**

The parties acknowledge that Institute and Assigned Students may have access to certain confidential information of Icahn School of Medicine or other parties. Institute and Assigned Students shall maintain in confidence and shall not disclose to anyone except Icahn School of Medicine employees and faculty any Confidential Information (defined below) for a period of five (5) years from receipt thereof, without the prior written consent of Icahn School of Medicine. Institute and Assigned Students will take all reasonable steps to keep such information confidential with the same degree of care Institute and Assigned Students use to protect their own confidential and proprietary information. The term "Confidential Information" shall mean any and all intellectual property (including potentially patentable inventions), business and technical information, data or any other non-public information concerning or related to the business, operations, financial condition or work being conducted by Icahn School of Medicine to which Institute and/or Assigned Student has access while at Icahn School of Medicine or otherwise pursuant to this Agreement, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form or is designated as confidential. However, "Confidential Information" does not include: (a) information that is published by Icahn School of Medicine or otherwise becomes generally known to the public through no act or omission of Institute and/or Assigned Students; (b) information that is known to or independently developed by the Institute or Assigned Students at the time of disclosure by Icahn School of Medicine, in each case, to the extent evidenced by written or electronic records promptly disclosed to Icahn School of Medicine upon receipt of the Confidential Information; (c) information disclosed to Institute or Assigned Students by a third party having a legal right to make such disclosure; and (d) information that is required to be disclosed by law, court order, or other legal authority with jurisdiction, provided that Institute and Assigned Students shall use their best efforts to obtain confidential treatment of such information by such agency or court. In addition, depending on the nature of information to which an Assigned Student may have access to during his/her period of assignment at Icahn School of Medicine, an Assigned Student may be required to execute a separate written confidentiality agreement with specialized terms before receiving access to such information.

6. **Indemnity.**

Institute agrees to protect, defend, indemnify and hold harmless Icahn School of Medicine and its affiliates and their employees, officers, trustees, volunteers and agents (Icahn

Indemnitees) from and against any and all costs (including reasonable attorney's fees and expenses), claims, causes of action, damages, proceedings, fines, penalties, losses and injuries (hereinafter in this paragraph collectively "Claims") which may be imposed upon, incurred or brought against the Icahn Indemnitees, but only to the extent of their vicarious liability due to an act or failure to act by Institute, its employees, agents, officers or directors, in connection with this Agreement. This indemnity shall exclude Claims against the Icahn Indemnitees to the extent such Claims arise from the negligent or wrongful acts or omissions of the Icahn Indemnitees.

Icahn School of Medicine agrees to protect, defend, indemnify and hold harmless Institute and its affiliates and their employees, officers, trustees, volunteers, students and agents (Institute Indemnitees) from and against any and all Claims which may be imposed upon, incurred or brought against the Institute Indemnitees, but only to the extent of their vicarious liability due to an act or failure to act by Icahn School of Medicine, its employees, agents, officers or directors, in connection with this Agreement. This indemnity shall exclude Claims against the Institute Indemnitees to the extent such Claims arise from the negligent or wrongful acts or omissions of the Institute Indemnitees.

7. Insurance.

Each party shall purchase and keep in full force and effect at their own cost, the following insurance coverage with companies of recognized responsibility and authorized to do business in New York, to cover their activities related to this agreement. Institute's insurance shall cover the Visiting Trainee. Such insurance shall include:

- (a) Occurrence based Commercial General Liability insurance including coverage for bodily injury, personal injury, property damage (including loss of use thereof) and contractual liability with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such policy shall not have a deductible unless approved in writing in advance by the other party.
- (b) Workers' Compensation, including Employer's Liability coverage and Disability Insurance at levels established by applicable State Laws for their respective employees.
- (c) Employment Practices Liability Insurance with a minimum limit of \$2,000,000. Such policy shall not have a deductible in excess of \$250,000 unless approved in writing in advance by the other party.

Each party agrees to provide satisfactory evidence that such insurance coverage is in full force as of the Effective Date of this Agreement and shall furnish certificates of insurance evidencing such coverage prior to signing this agreement, and within fifteen (15) days prior to any material change in, or cancellation of, such insurance.

8. Students Health Requirements.

Institute shall use reasonable endeavors to ensure that all Assigned Students comply with Mount Sinai Health System's employee health requirements which are specifically notified to the Institute or the Assigned Students and that they have had all immunizations, tests and vaccinations required thereunder; and shall provide such medical documentation of compliance

with Icahn School of Medicine and state requirements as is required by Mount Sinai Health System Employee Health Services for each student prior to assigning such student to Icahn School of Medicine. Assigned Students shall be responsible for any costs incurred in complying with this provision. Institute shall ensure that Assigned Students maintain health insurance coverage for the period of their assignment. Institute agrees that Assigned Students shall be responsible to Icahn School of Medicine to reimburse Icahn School of Medicine for any and all outstanding medical and hospital fees and costs resulting from medical care provided to Assigned students during their period of assignment at Icahn School of Medicine that is not otherwise reimbursed to Icahn School of Medicine by a third party.

9. Patient Confidentiality.

All records relating to patients are and shall remain the property of Mount Sinai Health System and shall be kept wholly confidential in accordance with applicable provisions of federal, state and local law and the policies and procedures of Icahn School of Medicine. Institute shall ensure that Assigned Students are familiar with and will comply with Federal confidentiality laws and regulations including the Health Insurance Portability and Accountability Act (HIPAA) and regulations thereunder and Public Health Law Article 27-F and accompanying regulations governing the confidentiality of HIV-related information. All Assigned Students will attend Icahn School of Medicine sponsored mandatory training in its confidentiality policies prior to beginning any assignment hereunder.

10. Removal of Students.

At the request of Icahn School of Medicine, Institute shall immediately remove from Icahn School of Medicine any Assigned Student whose performance Icahn School of Medicine finds in its sole discretion to be substandard or who in the judgment of Icahn School of Medicine is detrimental to patient care or to the operations of its facilities.

11. Waiver.

The failure of any party to insist in any instance upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

12. Compliance with Laws.

Icahn School of Medicine and Institute shall comply with all applicable federal, state and local statutes and regulations, including those prohibiting discrimination on the basis of race, color, creed, sex, age, marital status, handicap, national origin, sexual preference or any other basis prohibited by law. In addition to the foregoing, each of the parties agrees to comply with all the requirements of pertinent accrediting and regulatory agencies. In the event of non-compliance, this Agreement may be terminated immediately.

13. Relationship Between Parties.

Nothing in this Agreement shall be construed as creating the relationship of principal and agent, partnership, joint venture or employer and employee between Institute and Icahn School of Medicine.

14. **Term.**

This Agreement shall be effective for an initial term of 3 years from the Effective Date and will be renewed for additional terms of 3 years unless otherwise terminated in accordance with the provisions herein.

15. **Termination.**

This Agreement may be terminated during the initial or any renewal term upon thirty (30) days written notice, provided that students assigned to Icahn School of Medicine at the time of termination shall be allowed to complete their current clinical rotation.

16. **Modifications.**

Any modification, amendment, alteration, change, or cancellation of this Agreement shall be in writing and signed by all the parties.

17. **Entire Agreement.**

This Agreement constitutes the entire understanding between the parties with regard to all matters referred to herein and supersedes all previous agreements, whether written or oral, with regard thereto.

18. **Applicable Law.**

Any disputes arising under this Agreement shall be brought in the state of federal courts located in New York State and Institute hereby consents to the jurisdiction of such courts for this purpose.

19. **Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand or by reputable national overnight courier service or three (3) business days after mailing when mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties in the manner provided below:

To Icahn School of Medicine:
The Icahn School of Medicine at Mount Sinai
One Gustave Levy Place
New York, NY 10029
Attention: Chief Operating Officer

With an additional copy to:
The Mount Sinai Health System
General Counsel
1425 Madison Avenue, Box 1099
New York, NY 10029

For invention notifications only:

The Icahn School of Medicine at Mount Sinai
Mount Sinai Innovation Partners
One Gustave L. Levy Place, Box 1675
New York, NY 10029
Attention: Executive Vice President

To the Institute:
University of Verona
Research Area – PhD Unit
Via San Francesco 22 – 37129 Verona, Italy
dottorati.ricerca@ateneo.univr.it

Either Party may change the address to which notice is to be given by notice given in the manner set forth above.

[Signatures on next page]