

**Trialect Global Medical Education Program – Fellowship Program Engagement Letter with Host Institute/Mentor/Program Director**

THIS AGREEMENT, dated as of (insert date) is entered into by and between Trialect Inc. USA (existing under laws of California, USA). (hereinafter referred to as “Trialect”) and Host Institute/Mentor/Program Director/independent investigator/independent physician, (hereinafter referred to as “Host” which is based in the country with address.

**YOU ARE SIGNING THIS CONTRACT ONLY AFTER DISCUSSING WITH YOUR HOST INSTITUTE. Please note that while host institute may not sign and may not be a party to this contract, you, by signing this contract, are ensuring that your host institutes has no objection to accepting fellows and faculty from around the world through Trialect.**

**Key Terms:** “Trialect” is a health information technology company that helps physicians and biomedical scientists with career-related opportunities, including, but not limited to, Fellowships, grants, and industry-academia partnerships in the best interest of a patient. Trialect provides and has been providing its services globally to 200,000 members from more than 1000 organizations world-wide both online at [www.Trialect.com](http://www.Trialect.com) and offline. A “Host” is an institute, or a mentor, or a program director, or independent physician, or independent investigator facilitating learning and career advancement of the Fellow. A “Fellow” is an individual who works closely with the Host to gain knowledge in the area of his/her interest pursuant to the Trialect Agreement. A “Fellowship Program” means a limited license or permission granted by the Host to the Fellow to learn and gain knowledge from the Host for the limited duration of the confirmed period in exchange for good will or payment as deemed appropriate by the Host and Trialect.

**Term:** This Agreement shall be in effect beginning (insert date) and shall continue until (insert date). The term of this Agreement may not exceed one (1) year unless renewed or extended in writing by Host and mutually agreed by Host and Trialect.

**Renewal:** Renewal or extension of this Agreement is dependent upon satisfactory progress of the relationship between Trialect and the Host as determined solely by the Host. In any event, nothing herein contained shall be construed to confer upon Host an automatic right to extension of this Agreement for a subsequent year.

**Cancellation or change of terms:** Host or Trialect can terminate the Agreement or change the terms at any time with 60-day prior notice. Host and Trialect may terminate this Agreement immediately and without notice in the event either of the parties is charged with or convicted of a serious misdemeanor or felony or enters a plea of no contest (nolo contendere) to same, or is charged with serious misbehavior in any forum and of any type where inimical to the teaching program or Host institutional standards before or during the term of this Agreement.

**Fellowship Duration and Responsibilities:** Host, in collaboration with Trialect, is responsible for determining the Fellow’s training program. By this Agreement, the Host is appointed for a duration decided by both the parties. When a Host agrees to provide services or amenities to a Fellow as part of the Fellowship program, both parties acknowledge and agree that they, and not Trialect, will be responsible for performing their respective obligations of any such agreements, that Trialect is not a party to such agreements, and that Trialect disclaims all liability arising from or related to any such agreements and the

services or amenities provided. At the end of the program, you agree to certify, at least on your letter head, that the Fellow has formally accomplished the goal you and your Fellow have set.

**Financial Terms:** The Host can charge Fellowship Program Fee, which includes tuition fee and administration fee, and the Fees payable will be displayed to the Fellow before Fellow applies to the Fellowship program. However, Host can decide to waive the Fellowship fees at its discretion before the program starts with prior information to Trialect and the Fellow. Fellow will take the responsibility to pay the Fellowship program through Trialect payment gateway and the same shall be delivered to the Host after the arrival of the Fellow. Trialect charges Service Fees from the applicant (Fellow) who applies for the fellowship program. **THE HOST NEED NOT PAY ANYTHING TO TRIALECT.** The services rendered by Trialect include, but not limited to, Fellows registration, Host authentication, and correspondence, and finally connecting host with the fellow. Trialect Payments collects these Service Fees pursuant to the mutually agreed Terms, and, where applicable, may also collect Taxes (such as VAT in Europe) in respect of the Host Fees and Fellowship Fees. Trialect Payments deducts the Gateway Fees and Fellowship Facilitation Fees from the Host Fees before remitting the balance to the Host as mutually agreed by the Host and Trialect [Eg: If a fellow has to pay \$2400 to the host institution, around 10% (\$240) will be deducted before making final payment to the host]. Hosts shall not ask Fellows any kind payment without prior information to Fellows and Trialect, and any such fees have to be remitted through Trialect payment gateway. Trialect charges its Fellows, who are members of Trialect, while transferring fees to the Host institution. If a Host cancels a confirmed Fellowship program made via the Site, Services, and Application, Trialect will refund the Total Fees for such program to the Fellow pursuant to terms between Fellow and Trialect.

**Non-discrimination:** Host complies with all applicable federal, state and local laws and regulations relating to non-discrimination in Fellowship program. Host does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, religion, ancestry, citizenship, national origin, marital, familial or disability status or veteran status, or any other characteristic protected by applicable law with respect to any aspect of Fellowship.

**Sexual/Racial/Ethnic Harassment:** The Host strives to provide training to Fellows in an environment that is free from sexual, racial, ethnic or other prohibited harassment. All allegations of sexual harassment will be thoroughly and appropriately investigated per the Host Harassment-Free Workplace Policy.

**Fellow Grievance or Appeal:** Should Fellow have a grievance against or appeal concerning the Host, the Host Grievance and Appeal policy governs the Fellow.

**Illness or Injury Related to Fellowship Program Involvement:** Any illness or injury related to Fellowship Program involvement must be reported immediately to Trialect as well as relevant local authorities by the Host. **THE FELLOW IS RESPONSIBLE FOR HIS HEALTH AS WELL AS OVERSEAS TRAVEL INSURANCE.** Trialect does not act as an insurer.

**Immigration Facilitation:** Host shall issue an invitation letter for the short-term Fellowship program to be used by the Fellows for the purpose of visa and travel to the Host institution.

**Governance of Law:** The laws of California, USA, hereunder shall in all respects govern this Agreement, the interpretation and enforcement thereof, and the rights of the parties.

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**contract, are ensuring that your host institutes has no objection to accepting fellows and faculty from around the world through trialect.**

IN WITNESS WHEREOF, the parties hereto accept the terms and conditions herein and have caused this Agreement to be executed on the day and year herein above first written.

Date

Type name here and sign above  
Host

Date

Type name here and sign above  
Trialect