



J-1 Visa Waiver Liquidated Damages Clause

Any breach or non-fulfillment of conditions will be considered a substantial breach of this agreement by you. If there is such a breach (NAME OF EMPLOYER) may, at its option, terminate this agreement immediately. In addition, it is agreed that (NAME OF EMPLOYER) will be substantially damaged by your failure to remain at (NAME OF EMPLOYER) in the practice of medicine for a minimum of three years and that, considering that precise damages are difficult to calculate, you will agree to pay to (NAME OF EMPLOYER) the sum of \$250,000.00 for failure to fulfill your minimum three-year contract. In addition to liquidated damages, (NAME OF EMPLOYER) will recover from you any other consequential damages, and reasonable attorney's fees, due to the failure to provide services to (NAME OF EMPLOYER) for a minimum of three years, EXCEPT THAT, the full-time practice of medicine at another licensed medical facility, in a Health Professional Shortage area or Medically Underserved Area (as defined by the Health Resources and Services Administration) within the Northern Border Region (as defined by NBRC) shall be considered the same as fulltime practice of medicine at (NAME OF EMPLOYER) for purpose of this paragraph. In the event of a dispute under this paragraph, either party may submit this matter to binding arbitration.

Re: Additional Liquidated Damages Clauses

Any other clause mandating consequential or liquidated damages being paid to the employer must be separate from the NBRC clause. NBRC takes no position with respect to the inclusion of such an additional contractual agreement.