

## MEMORANDUM OF AGREEMENT

Long Island University, United States of America  
(Arnold & Marie Schwartz College of Pharmacy and Health Sciences)

and

Faculty of Pharmaceutical Sciences, Ubon Ratchathani University, Thailand

WHEREAS, Long Island University (Arnold & Marie Schwartz College of Pharmacy and Health Sciences) hereinafter referred to as the College, located at 75 DeKalb Avenue, at University Plaza, Brooklyn, New York, 11201, has established, as part of the requirements leading to a degree in pharmacy, a program of clinical and other types of experiential education and training, which requires off-campus facilities, equipment, services and personnel appropriate for students to obtain the necessary experience and

WHEREAS, Faculty of Pharmaceutical Sciences, Ubon Ratchathani University, hereinafter referred to as the Faculty, located at 85 Sathonlamark Road, Warin Chamrap District, Ubon Ratchathani Province, 34190, Thailand, has the required facilities, equipment, personnel, and services to provide the necessary experiential training.

NOW, THEREFORE, it is agreed by and between the College and the Faculty that:

- I. The College shall appoint representatives and the Faculty shall appoint an individual to jointly plan and implement for:
  - (1) Student placement at the Faculty in required and/or elective experiences.
  - (2) Regular review of course and program objectives, and evaluation of student performance.
  - (3) It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the education and training program.

- II. The College shall undertake the following:
- (1) The College will appoint members of the Faculty's staff to non-compensatory clinical faculty positions. All appointments will be subject to joint agreement between the College and the Faculty.
  - (2) Provide information regarding dates for instruction, according to the College calendar, and forecasts of students to be assigned to the Faculty.
  - (3) The Faculty agrees to indemnify and hold harmless the Faculty, its Board of Directors, its officers, agents, servants, employees and appointees, from any and all suits, claims losses, damages or injuries to persons or property caused by the negligence of the Faculty, its agents, employees, and students. The Faculty will supply evidence of an insurance policy. The following maximum limits are provided:
    - (a) Medical Professional Liability  
\$1,000,000 each claim and  
\$3,000,000 aggregate
    - (b) General Liability  
\$1,000,000 each occurrence and  
\$3,000,000 aggregate
- III. The Faculty assumes responsibility for implementation and conduct of the education and training program under the authority of the College, by undertaking the following:
- (1) Provide educational experience opportunities for students consistent with the course syllabus.
  - (2) Maintain services without reliance on assigned students.
  - (3) Consult with faculty members of the College in the selection,

instruction, and implementation of student learning experiences and student evaluations.

(4) Provide equipment, facilities, supplies, and services for students and faculty assigned to the Faculty necessary to the objectives of the program.

IV. The College and the Faculty will not discriminate against any employee or applicant for employment or enrollment in its course of study because of race, color, creed, sex or national origin.

V. The students assigned to the Faculty shall in no sense be considered employees of the Faculty unless specifically agreed to (e.g., for workman's compensation purposes). Students assigned to the Faculty will receive no monetary compensation from the Faculty but will receive from the Faculty advanced pharmacy practice experience credit as appropriate to the course. Students and faculty shall adhere to the Faculty's rules, regulations, procedures and Policies during their period of instruction. The Faculty should have the right to terminate the use of any of its facilities, equipment or supplies by any student or faculty member where flagrant or repeated violations of the Faculty's, rules, regulations, procedures, and policies occur. Such action will not normally be taken until the grievance against any student has been discussed with the appropriate representative of the College. The Faculty reserves the right to take immediate action where necessary to maintain operation of its facilities free from disruption.

VI. All notices or official communications which may be required under this agreement shall be given as follows:

- (1) Notice to the College: Saksit Sripa
- (2) Notice to the Faculty: Thaweesak Juengwatanatrakul

Insurance Issues:

- (1) Notice to the Faculty: Thaweesak Juengwatanatrakul

VII. This agreement may be amended by mutual agreement in writing, executed by the official executing this agreement or their successors.

VIII. This agreement shall become effective **September 2018** and shall continue from year to year until either party terminates the agreement by giving written notice to the other party at least two months in advance of the proposed termination date. Such termination shall not take effect with respect to students and faculty already assigned to the facility until completion of their clinical experience. This agreement upon becoming effective shall supersede any prior agreements between the parties.

By: John M. Pezzuto

Dean

Date



4/2/19

Signature

By:

Randy Burd

~~Chris Fevola~~

University Officer

Date



4/15/19

Signature

By: Saksit Sripa

Dean

Date 15 FEB 2019



Signature

By: Thaweesak Juengwatanatrakul

Faculty Officer

Date 15 FEB 2019



Signature