

AFFILIATION AGREEMENT

BETWEEN

THE UNIVERSITY OF TENNESSEE
THROUGH ITS COLLEGE OF PHARMACY
MEMPHIS, TENNESSEE, USA

AND

KHON KAEN UNIVERSITY
FACULTY OF PHARMACEUTICAL SCIENCES
KHON KAEN, THAILAND

WHEREAS, The University of Tennessee, through its College of Pharmacy (hereinafter "TENNESSEE") and Khon Kaen University Faculty of Pharmaceutical Sciences (hereinafter "AFFILIATE"), (collectively the "Parties" or "Universities") are mutually desirous of entering into this AFFILIATION AGREEMENT (the "Agreement") advancing the profession of pharmacy via exchange of ideas in areas relating to pharmacy education and practice; and

WHEREAS, these Parties believe these desirable advances to be attainable by a joint effort to enhance international understanding among pharmacy educators and practitioners; and

WHEREAS, these advances in Thailand and the United States will be facilitated by the meaningful interaction of pharmacy students and practitioners from the two respective countries (the "Home University") by providing mutually beneficial educational opportunities (the "Host");

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party;

NOW THEREFORE, TENNESSEE and AFFILIATE agree to the following:

Expectations:

1. TENNESSEE will offer the opportunity for students or practitioners from AFFILIATE to participate in the externship/clerkship programs of the TENNESSEE. The number of such individuals and their academic qualifications will be agreeable to both parties.
2. AFFILIATE will offer the opportunity for students from the TENNESSEE to participate in practice and educational experiences. The number of such individuals and their academic qualifications will be agreeable to both parties.

3. The participants in these educational exchanges ("Students") from the Universities will pay their own expenses. The Universities will attempt to seek extramural funds for their respective Students to pay for housing and travel expenses if needed.
4. The number of Students from TENNESSEE or AFFILIATE participating in this program will not usually exceed four Students, from each, per year.

Responsibilities of the Home University:

5. Each Home University will plan and determine the adequacy of the educational experience of the Students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the Host only those Students who have satisfactorily completed the prerequisite didactic portions of the Home University's curriculum.
6. Each Home University will retain ultimate responsibility for the education and assessment of its own Students. Each of the Universities shall appoint a faculty member who will be responsible for the teaching and assessment of the Students pursuant to this Agreement.
7. Each Home University will advise all Students assigned to the Host regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. Each Home University will also advise all Students that the confidentiality requirements survive the termination or expiration of this Agreement.
8. Each Home University will require all participating students to maintain health insurance and provide proof of health insurance to the Host. The Host may request the student provide proof of health insurance prior to beginning of the training experience.
9. The Home University will require all participating Students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the Home University. If applicable, the Host shall notify the Home University of any requirements for certification or results of a criminal background test or immunization. The Home University will inform the student of his/her responsibility to provide certification or results to the Host of any required criminal background checks or immunizations, when requested. The Host shall notify the Home University of its requirements of an acceptable criminal background check and required immunizations. The Home University will also inform Students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host's policies and practices, and that the cost of any such test will be paid by the Student.

10. The Home University will advise Students that they are required to comply with Host's rules, regulations, and procedures when on the campus or participating in this educational experience.
11. If requested by the Host, the Home University will provide instruction to the Host's staff with respect to expectations regarding assessment of participating Students.

Responsibilities of the Host University

12. Host Universities will provide a brief outline of planned experiences for Students from the other institution and a brief summary of student performance at the conclusion of the planned program.
13. The Host will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in the Host's facilities, Students will have the status of trainees; are not to replace Host staff; and, are not to render unsupervised patient care and/or services. All services rendered by Students must have educational value and meet the goals of the pharmacy/medical education program. Host and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training.
14. Students of TENNESSEE or AFFILIATE shall:
 - a. provide their own transportation from the United States to AFFILIATE, or from Thailand to TENNESSEE;
 - b. be responsible, either personally or via the Home University, for their own health and accident insurance;
 - c. be responsible for any required professional liability insurance, such coverage to be arranged via the Host University;
 - d. abide by any rules and regulations the Host University which may apply to participants in the exchange programs; and
 - e. remain enrolled and incur fees at their Home University; and credit for approved courses taken at the Host University will be considered by the appropriate Board of Studies.
15. The Host will assist, where appropriate, in obtaining any immigration/visa documents necessary for admission of Students to the host country.

16. Where mutual interest exists, encouragement will be offered for faculty and/or pharmacy staff exchanges between the Universities for the opportunity to study pharmacy practice and/or conduct research at the respective institutions under mutually satisfactory arrangements.
17. The Host agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Host, the Host, upon notice of such incident from the Student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host does not have the resources to provide such emergency care, Host will refer such Student to the nearest emergency facility. The Home University will define, for its Students, who bears financial responsibility for any charges generated.
18. The Host may immediately remove from the premises and retains the right to suspend or terminate any Student's participation at the Host. The Host will immediately notify the appropriate office of the Home University if such an action is required and the reasons for such action. The Home University may terminate a student's participation when, in its sole discretion, it determines that further participation by the Student would no longer be appropriate. The Home University will notify the Host if such action is required.

Mutual Responsibilities of the Universities:

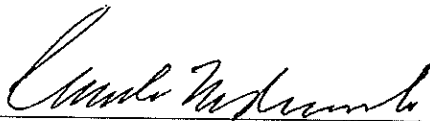
19. Anti-Discrimination: No person shall, on the basis of sex, including sexual harassment and sexual violence, race, color, religion, age or national origin, or any other protected status under the national, federal, or state law governing the respective Universities, be excluded from participation in, be denied the benefits of, or be subject to discrimination, under this educational program. Breach of this provision shall be cause for termination of this Agreement.
20. Employment Disclaimer: The Students participating in the program will not be considered employees or agents of the Host University for any purpose. Students will not be entitled to receive any compensation from Host Home University or any benefits of employment from Host University, including but not limited to: health care, unemployment insurance or workers' compensation benefits, vacation, sick time, pension, social security or national retirement program, or any other benefit of

- employment, direct or indirect. Host will not be required to purchase any form of insurance for the benefit or protection of any student of the Home University.
21. Commencement and Termination of Agreement: This Agreement shall commence on the 1st day of January, 2015, thru the 31st day of December, 2015 initial term. This Agreement may be terminated by either party without cause by providing ninety (90) days advance written notice of termination. In the event of a breach of this Agreement, the non-breaching party shall notify the breaching party of said breach in writing. The non-breaching party may terminate this Agreement if a cure is not effected within thirty (30) days' of the written notice.
22. Term of Agreement: This agreement is for a term of one (1) contract year, and shall be automatically renewed, up to four (4) additional contract terms, unless either party to this agreement shall notify the other in writing of its intention not to renew this agreement and said notices shall be given at least ninety (90) days prior to the expiration of the term hereof or of any renewed term thereof.
23. Requirements of Tennessee Law:
- a. TENNESSEE is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which provides for worker's compensation for its employees and covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
 - b. TENNESSEE'S liability for any claims, damages, or losses, or costs to AFFILIATE and to any third parties shall be subject to the terms, limits, and conditions of the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq.
 - c. In compliance with the requirements of Tennessee Code Annotated § 12-3-309, AFFILIATE hereby attest that, in its performance of this Agreement, it shall not knowingly utilize the services of an illegal immigrant in the United States and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States.
 - d. Students from TENNESSEE, as participants in the training program, are provided coverage by professional liability insurance relating to activities under the training program at the minimum amount of limits \$1,000,000 per occurrence/\$3,000,000 aggregate. Evidence of such insurance coverage shall be provided to TENNESSEE by AFFILIATE prior to commencement of the training program.
24. No Indemnity: No party shall be responsible for personal injury or property damage or loss except that result from their own negligence or the negligence of those within their own control.

25. No Agency Relationship: Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
26. No Payments: No payments shall be made between the parties or to the Students in connection with this Agreement.
27. Severability and Execution in Counterparts: The invalidity of any provision of this Agreement will not affect the validity of any other provisions. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.
28. Entire Agreement: This Agreement constitutes the entire agreement between the parties. This Agreement may not be modified or canceled in any manner except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below:

THE UNIVERSITY OF TENNESSEE



Charles M. Peccolo
Treasurer and Chief Financial Officer

3/16/15

Date Signed

KHON KAEN UNIVERSITY
FACULTY OF PHARMACEUTICAL SCIENCES



Assoc.Prof. Paiboon Daosodsai
Dean

Date Signed:

