



AGREEMENT BETWEEN

THE UNIVERSITY OF KENTUCKY , LEXINGTON, KENTUCKY, U.S.A
and

FACULTY OF PHARMACEUTICAL SCIENCES, KHON KAEN UNIVERSITY, KINGDOM OF THAILAND

The University of Kentucky, Lexington, Kentucky, the United States of America and Faculty of Pharmaceutical Sciences, Khon Kaen University (KKU), Thailand agree to enter into a formal collaborative agreement based on a foundation of trust for the mutual benefit and development of the two institutions and the promotion of international understanding and goodwill.

ARTICLE 1: STUDENT EXCHANGES

1. The primary purpose of this agreement is to establish a reciprocal student exchange program between Khon Kaen University Faculty of Pharmaceutical Sciences, Khon Kaen, Thailand and the University of Kentucky, Albert B. Chandler Medical Center, College of Pharmacy, Lexington, Kentucky, United States of America, to be initiated with effect from the date of this agreement.
2. The exact number of students exchanged per year shall be by mutual agreement and may not necessarily be exactly in balance. The number of students exchanged will be subject to availability of the designated clinical tutor's/preceptor's and institution's capability to absorb the students into the daily operation. The number of students exchanged in any year must be approved in writing by the Dean, or his/her designee, of the accepting college.
3. Each institution, conforming to the admission requirements of the host institution, shall accept and enroll exchange students for a period of clinical education experiences lasting up to two months. The host institution will not consider the exchange student an employee of the institution, but rather a student in the clinical education phase of his/her professional education. Each institution will assume full responsibility in the assessment and selection of qualified candidates. These students will be in the terminal year of their professional training program at their home institution.
4. Selection to the Exchange Program shall be without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age or beliefs.
5. All students will be expected to respect the culture, customs, laws and traditions of the host Country and, by accepting a place on the Exchange Program, agree to abide by the Regulations, Rules and Statutes of the host institution and its governmental entities.
6. Exchange students will receive the services normally provided to the home students of each institution and will have the same rights and responsibilities afforded to the home students. In addition, the host institution undertakes to provide specific assistance to incoming students with regard to accommodation, induction and orientation to the host environment.
7. A student may be returned home for violations of conduct considered serious by either institution but only after consultation between the parties responsible for administering the Exchange Program. These parties are named in *Article 3: Principal Contacts for the Agreement*.

8. Housing shall be arranged as follows:

a) The University of Kentucky will assist in seeking appropriate accommodations for incoming students from Khon Kaen University.

b) Khon Kaen University will assist in seeking appropriate accommodations for incoming University of Kentucky students.

9. Students participating in the exchange will be responsible for paying their individual tuition fees at their home institutions.

10. Students will also be responsible for transportation costs to and from the receiving institution. Students are responsible for all costs incurred at the host institution, those involving books, stationery, study materials and course-specific fees such as key deposits, costs of fieldwork, laboratory deposits. In addition, students will pay their own accommodation (room and board) and living costs. Students are responsible for the costs of health and other insurance in line with current regulations in the host institution and as may be varied from time to time by that institution. Students must comply with all Health Regulations currently in force in the host institution.

11. The obligations of each institution are limited under this agreement to the exchange of students and do not extend to partners or dependents. Expenses of accompanying partners and/or dependents are the responsibility of the exchange student.

12. Default of any payment due to the host institution will be considered default in the home institution and the appropriate sanctions will be applied by the home institution to attempt to recover such debt on behalf of the host institution.

13. The nature of the experiences shall be jointly arranged by the student's program at the home institution, and by the designated preceptor/clinical tutor at the host institution. The home institution shall give at least ninety (90) days' notice of the student's assignment to the designated preceptor at the host institution. The host institution reserves the right of final approval of the admission of a student. The academic program for each student shall have been determined before departure and shall be agreed between the appropriate members of Academic Staff/Faculty in the home and host institutions according to their normal custom and practice. The home institution will also specify any credit arising from courses/modules taken at the host institution that will be allowed to count to the award of the home institution. The host institution's clinical tutor/preceptor shall provide learning objectives and guidelines of the clinical education experience, and shall provide written communication regarding the student's performance in providing clinical experiences. The host institution may withdraw a student from his/her clinical education experience when, in the host institution's judgment, the clinical experiences do not meet the needs of the student.

14. The host institution, and the designated chief clinical tutor/preceptor, shall, where applicable:

a. Provide clinical educational experiences as stated in the objectives and guidelines from the host institution, and supervision appropriate to the academic and clinical level of assigned students.

b. Provide the physical facilities and other equipment necessary for clinical education experiences.

c. Request that the College withdraw a student from his/her assigned clinical education experience, when his/her conduct or performance is unsatisfactory.

d. Complete forms requested by the College, such as: general information forms, student evaluation report, etc.

15. The student shall:

a. Have the responsibility of transportation to and from the host institution, and on any reasonable special assignment by the designated preceptor.

b. Be responsible for his/her own illness.

c. Complete health forms requested by the designated clinical tutor/preceptor and or host institution, if applicable.

- d. Be responsible for following the administrative policies of the designated clinical tutor/preceptor and/or host institution.
- e. Be responsible for providing his/her own clinical lab coats.
- f. Notify the designated clinical tutor/preceptor of his/her intended time of arrival, and be responsible for reporting to the designated individual at the host institution on time.
- g. Have an enrollment proposal, approved both by the home institution and the host institution, and be deemed academically qualified to successfully complete the designated subjects at the host institution.
- i. Have good knowledge of the English language for those attending the University of Kentucky. Other language skills may be required by either institution. This will be verified on request by the host institution.

16. The home institution shall send only such students as are, to the home institution's knowledge, in good health at the time of reporting for their clinical education. The home institution shall forward to the designated clinical tutor/preceptor a summary of the student's training and experience, which shall include at least information on the student's general health, related education and experience.

17. The grades awarded to students for the courses/modules taken at the host institution will be sent directly by the host institution to the student's home institution, at the conclusion of each semester, once all outstanding financial balances, if any, have been paid. It shall be the sole responsibility of the home institution to convert these grades into its own grading system.

18. The other party to this agreement's administrator and The University of Kentucky's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a University of Kentucky student, resident, or faculty member is involved with said patient's care.

19. The University of Kentucky as an agency and instrumentality of the Commonwealth of Kentucky is vested with sovereign immunity and does not carry general liability insurance for itself, agents, officers, employees or students. The University of Kentucky is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq for the recovery of tort claims made against the University, its agents, officers, or employees. The University of Kentucky does not carry commercial malpractice insurance, but is self-insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the University or its agents. Agents or the University include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study.

20. While the institutions will attempt to maintain an even trading balance on an annual basis, any imbalance at the end of the initial three-year period shall be resolved as follows:

a) If this agreement is to be renewed on the expiry of the initial three-year period, the imbalance shall be corrected by adjusting the number of students to be exchanged in the following three-year period thereafter, unless otherwise agreed upon.

b) If this agreement is not renewed on the expiry of the initial three-year period, the institution having hosted the larger number of student-semesters to that point shall be entitled to rectify any existing imbalance within two years from the date of the expiry of the initial three-year period of this agreement; and for this specific and sole purpose, this agreement shall be deemed to be extended for a period of two years from such date of expiry.

ARTICLE 2: TERMS

1. This agreement shall be in effect with the 2017-2018 academic year. The term of this agreement shall be from July 1, 2017 through June 30, 2020.

2. This agreement shall be reviewed, evaluated and adjusted, if needed, every three years.

3. It may be terminated, at the end of the academic year in progress, by either party, by official, written notification duly signed by the appropriate officer of the notifying party. This written notification to the other institution must be delivered before the end of October preceding the beginning of the next academic year.

4. In the event of the agreement not being renewed at the end of the initial three-year period, whilst an exchange imbalance exists, the agreement shall be deemed to be extended for a period of two years, from such date of expiry, for the specific and sole purpose of rectifying the existing imbalance. Cf. *Article 1: Student Exchanges*, paragraph 19. a) and b) above.

ARTICLE 3: PRINCIPAL CONTACTS FOR THE AGREEMENT

1. At the University of Kentucky the responsible parties for administering this Exchange Program will be the Dean of the College of Pharmacy, or his/her designee.


2. At Khon Kaen University, the responsible parties for administering this Exchange Program will be the Dean of the Faculty of Pharmaceutical Sciences or his/her designee.

Any agreement between the institutions on other matters of collaboration will be subject to specific approval, and will be agreed by a further Agreement or Memorandum of Cooperation.

In witness whereof, the parties hereto have caused this agreement to be executed as and of the day and year first written above.


UNIVERSITY OF KENTUCKY

KHON KAEN UNIVERSITY



Susan Roberts, Ph.D.
Associate Provost for International Programs

February 14th 2018
Date




Robert S. DiPaola, M.D.
Vice President for Clinical Academic Affairs

2-1-18
Date



Yaowared Chulikhit, Ph.D.
Associate Dean for International Program and
International Relations

February 14th 2018
Date



Paiboon Daosodsai, Ph.D.
Dean, Faculty of Pharmaceutical Sciences

February 14th 2018
Date