

**AFFILIATION AGREEMENT
BETWEEN THE COLLEGE OF PHARMACY
AT SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
AND PHARMACY PRACTICE EDUCATION SITES**

This agreement made and entered into this Month Date, Year, between the College of Pharmacy, Southwestern Oklahoma State University, Weatherford, Oklahoma (College), and Business, City, State (Organization), Witnesseth:

Whereas, the College wishes to place pharmacy students with qualified pharmacies for off-campus educational training and the organization party wishes to become affiliated with properly qualified pharmacy students, both parties have entered into this agreement.

The College agrees, in consideration of the promises of the party of the organization, to:

1. provide instructional materials as are required and/or needed during the course of this contract;
2. conduct such seminars as are needed for the benefit of the organization
3. provide faculty assistance periodically to assist the instructional personnel of the organization;
4. place pharmacy students who are regularly enrolled in the pharmacy practice courses with the organization for instruction and training. Placement of students may be made each semester of the school term and during the summer, in accordance with the needs of the institution;
5. request the appointment of one qualified pharmacist of organization part as an volunteer adjunct instructor of the College of Pharmacy, Southwestern Oklahoma State University;
6. provide a designated volunteer adjunct instructor associated with the organization opportunities for continuing education through the Southwestern Pharmacy Alumni Foundation in exchange for use of facilities or for instruction and training of students assigned and instructed, or assigned and undergoing instruction;
7. shall require its students and faculty to be responsible for all personal health care expenses. In the event of accident or illness of a student or faculty member, the organization shall arrange immediate emergency care, if needed, but is not responsible for the costs involved, follow-up care, or hospitalization.

8. the College represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act.
9. will require and ensure students have professional liability insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate. Students will agree to furnish verification of professional liability insurance upon request.
10. ensure students will have the following current immunizations and screenings:
 - a) MMR vaccination(s) or positive titer(s)
 - b) Hepatitis B series (series of three or a waiver)
 - c) Varicella (vaccination(s) or titer)
 - d) Negative TB skin test, chest x-ray or IGRA blood test (within 12 months prior to the start of the rotation)
 - e) Tetanus-diphtheria-pertussis vaccination
 - f) COVID-19 Vaccination (per CDC recommendations for healthcare workers or a waiver)
 - g) Influenza vaccination for the current flu season
 - h) Free and Clear background screen (within 12 months prior to the start of the rotation)
 - i) Clear urine drug screen (within 12 months prior to the start of the rotation)

The organization agrees in consideration of the promises of the College , to:

1. train and instruct students sent to them from the College in all aspects of pharmaceutical practice;
2. cooperate with the Director of this program and the faculty of the College of Pharmacy, Southwestern Oklahoma State University and other pharmacists involved in this program as part-time instructors in educating and evaluating the progress of each student within his control;
3. attend seminars as required and/or needed for volunteer adjunct instructors involved in this program;
4. follow other reasonable guidelines for the training and instruction of students as set out by the College .
5. maintain insurance in amounts sufficient to cover its responsibilities under this agreement.

6. **maintain all licenses required by sites' State Board of Pharmacy to act as** training site and provide a licensed preceptor while a student is on site.
7. ensure that all experiences are conducted in accordance with state and federal laws.

This Agreement shall be effective for a one (1) year term, and shall automatically renew thereafter for successive one (1) year terms thereafter unless either party gives to the other party written notice at least 30 days prior to the end of its intent not to renew this Agreement; provided, however, that students shall be allowed to complete their rotation experiences should termination occur during a semester. Either party may terminate the Agreement immediately upon written notice in the event of a material breach of the Agreement

Confidential Information: Each party may be given access to the other party's confidential and proprietary information. "Confidential Information" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; patient, student, employee records, including names, addresses, telephone numbers, and other information related to patients, employees, students, and financial information. Each party will protect the **other party's Confidential Information** and will only disclose Confidential Information to persons, pursuant to applicable laws, who have a "need to know" the Confidential Information to provide services under this Agreement.

Responsibilities for Actions: Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, cost, **expenses and liabilities, including reasonable attorney's fees, which** may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. The Vendor **(SWOSU) is an institution of the State of Oklahoma, and all of the Vendor's** liability shall be governed by the Oklahoma Governmental Torts Claims Act.

In Witness whereof the said parties hereto have hereunto, and to a duplicate hereof of like tenor and effect, set their hands the day and year first above written.

Accepted:

SOUTHWESTERN OKLAHOMA STATE UNIVERSITY

Brenda Burgess
Vice President, Administration and Finance
Southwestern Oklahoma State University

David A. Ralph, PhD
Dean, College of Pharmacy
Southwestern Oklahoma State
University

Date: _____

Date: _____

Business name:

Name:
Title:

Date: _____