MEMORANDUM OF UNDERSTANDING
YUKIO OKUTSU STATE VETERANS HOME
AND UNIVERSITY OF HAWAI'I AT HILO

This memorandum of understanding is entered into on this 20th day of January, 2009, by and between the UNIVERSITY OF HAWAI'I AT HILO, an institution of higher education, organized and existing under the Constitution and laws of the State of Hawaii, with its principal office located at 200 West Kawili Street, Hilo, Hawaii 96720, hereinafter referred to as "School", and Yukio Okutsu State Veterans Home, business address at 1180 Waianuenue Avenue, Hilo, HI 96720, hereinafter referred to as "Agency".

The UH Hilo Baccalaureate Nursing Department shall:

1. assume full responsibility for planning and execution of the educational programs including programming, administration, curriculum content, faculty appointment, faculty administration, and the administration and the requirements for matriculation, promotion, and graduation.

2. provide qualified faculty who shall be responsible for collaborating with appropriate Agency personnel in planning, selecting, and evaluating student experiences.

3. provide one liaison school faculty who shall confer at agreed intervals with the liaison Agency staff person designated by the Agency, and with other Agency officers as may be appropriate to insure the establishment and maintenance of mutually beneficial working relationships.

4. require the faculty and students to be appropriately covered by professional liability insurance with limits of liability not less than $1,000,000 per occurrence, $3,000,000 aggregate.

5. instruct faculty and students to abide by Agency's rules and regulations.

The Agency shall:

1. designate a liaison staff person or persons whose responsibility it shall be to assist faculty in selection and coordination of student experiences appropriate to the various levels of learning.

2. provide necessary facilities and related services for students learning and educational experiences, including use of appropriate equipment and supplies as agreed to between the parties. Agency is responsible for instructing school's students and faculty members participating in the program of all policies, procedures, rules and regulations of the Agency.

3. retain full responsibility for patient care and welfare.

The parties mutually agree:

1. there will be no exchange of funds between School and Agency.

2. under no circumstance is any member of the School student body to be considered an agent, officer and/or employee of the School.
3. this agreement shall become effective as of the date first noted above and will continue in full force and effect until terminated as hereinafter provided. The agreement may be modified upon request of either party and with the agreement of the other in writing at any time. This agreement may be terminated by School or Agency for any reason upon receipt of written notice to the other, setting forth the date upon which termination shall become effective.

Approved:  Agency Representative

BY
JOHN JOHNSON
Administrator

Approved:  Baccalaureate Nursing Department

BY
KATHARYN DAUB, Ed.D.
Department Chair

Approved: University of Hawai'i at Hilo

BY
PHILIP CASTILLE, Ph.D.
Vice Chancellor for Academic Affairs