

MEMORANDUM OF UNDERSTANDING CONCERNING  
AFFILIATION OF STUDENTS FOR APPLIED LEARNING EXPERIENCE

This is a Memorandum of Understanding (“MOU”) between Emory University, by and through its School of Medicine on behalf of the Georgia CTSA Clinical Research Centers, hereinafter referred to as "Organization", and The Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter referred to as "University".

A. PURPOSE:

(1) The purpose of this MOU is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality Applied Learning Experiences (“ALEs”) for University students, while at the same time enhancing the resources available to the Organization.

(2) Neither party intends for this MOU to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Organization, or as to any third party.

B. GENERAL UNDERSTANDING:

The courses of instruction for each ALE to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Organization. The starting and ending date for each ALE shall be agreed upon at least one month before the ALE commences but will be subject to the final approval of the Organization. The ALE will involve Coordinated Program Students in the Department of Nutrition who will, under the supervision of a registered dietitian, rotate with Emory bariatrics as an elected enrichment rotation to gain clinical experience with the bariatric patient population.

(1) The number of students designated for participation in an ALE will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from an ALE based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Organization or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the parties for the student to continue.

(2) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age or disability in either the selection of students for participation in the program, or as to any aspect of the ALE; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the ALE.

(3) Before students begin the ALE, the University shall provide the students with basic training regarding confidentiality of protected health information under the HIPAA, and the Organization shall provide students with specific training in the Organization’s HIPAA policies upon student’s arrival at the Organization. For purposes of HIPAA, the University and the Organization acknowledge that students are part of the Organization’s “work force”, as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the University and the Organization.

C. ORGANIZATION RESPONSIBILITIES:

(1) The Organization will retain responsibility for the services it provides, and will maintain administrative and professional supervision of students insofar as their presence and ALE assignments affect the operation of the Organization and its services.

(2) The Organization will provide adequate learning opportunities for participating students in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Organization's staff.

(3) The Organization will use efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the ALEs.

(4) Organization staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students, provided the student has signed a consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although the University shall retain all required consents, the Organization will have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of students by the Organization will relate only to the general student participation in the ALE and will in no way be construed as a certification by the Organization as to the competence of any student or a representation by the Organization of any student's ability or competence in connection with the practical implementation of any knowledge gained through the program.

(5) The Organization acknowledges that the information provided by the University, or others on behalf of the University, that directly relates to any student, including academic information, professional information (e.g., licenses obtained, suspension, revocation); training and/or certifications; health information; and the results of any criminal background check and/or drug testing/treatment information, hereinafter ("Student information") is protected by the Family Educational Rights and Privacy Act (FERPA). The Organization agrees that it (1) will protect the confidentiality of Student information; (2) will not use Student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose Student information except to individuals within its organization who have a legitimate need to know Student information.

(6) The Organization shall provide for the orientation of both University faculty and participating students as to the facilities, philosophies, rules, regulations and policies of the Organization.

(7) All medical or health care (emergency or otherwise) that a student or University faculty receives at the Organization will be at the expense of the individual involved.

D. UNIVERSITY RESPONSIBILITIES:

(1) The University will use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

(2) Prior to the commencement of an ALE, the University will, upon request and with proper authorization, provide responsible Organization officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in an ALE.

(3) The University will encourage student compliance with the Organization's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:

- (a) To follow the administrative policies, standards and practices of the Organization when the student is in the Organization.
- (b) To report to the Organization on time and to follow all established regulations during the regularly scheduled operating hours of the Organization.
- (c) To conform to the standards and practices established by the University while training at the Organization.
- (d) To wear a name tag that clearly identifies him/her as a student, though such name tag will be provided by Organization.
- (e) To obtain the necessary and appropriate clothing and supplies required where not provided by the Organization.
- (f) To comply with federal and state laws, including but limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder (collectively "HIPAA"), regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
- (g) To refrain from publishing any material related to the ALE that identifies the Organization or its patients or staff, directly or indirectly, or uses the name of the Organization, without first obtaining written approval from the Organization.
- (h) To notify students that they must comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
- (i) To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards.

E. MUTUAL RESPONSIBILITIES:

(1) The Organization and the University shall assign a representative liaison between one another. The parties will work together to maintain an environment of quality learning experiences. At the instance of either party, a meeting or conference will be promptly held between University and Organization representatives to resolve any problems or develop any improvements in the operation of the contemplated ALEs.

(2) Each party shall be responsible for its own acts and omissions under this MOU.

(3) Unless sooner canceled as provided below, the term of this MOU shall be three (3) years, commencing on **December 1, 2020 and ending on November 30, 2023**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This MOU may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next training experience.

(4) All notices or other communication provided for in this MOU shall be given to the parties addressed as follows:

For Organization: Emory University School of Medicine  
100 Woodruff Circle, NE  
Room 411  
Atlanta, GA 30322  
Attn: Associate Dean, Faculty Affairs Administration

With a Copy to:  
Office of the General Counsel  
Emory University  
201 Dowman Drive  
102 Administration Building  
Atlanta Georgia 30322  
Attn: Deputy General Counsel/Chief Health Counsel

For University:

Wanda Little  
Clinical Coordinator  
Byrdine F. Lewis College of Nursing & Health Professions  
Georgia State University  
P.O. Box 3995  
Atlanta, GA 30302-3995

With copy to:  
Office of Legal Affairs  
Georgia State University  
P.O. Box 3987  
Atlanta, GA 30302-3987  
Attn: University Counsel

(5) This MOU shall be governed and construed in accordance with the laws of the State of Georgia and shall be made in the State of Georgia.

(6) This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any facsimile or photocopy of a signature to this MOU shall be deemed an original signature to this MOU.

[signature page follows]


Board of Regents of the University System  
of Georgia by and on behalf of Georgia State  
University



By: \_\_\_\_\_  
Wendy F. Hensel  
Senior Vice President for Academic  
Affairs and Provost

Date: 29 March 2021

Emory University by and through its school of  
Medicine on behalf of the Georgia CTSA Clinical  
Research Centers  
Atlanta, Georgia

By:  \_\_\_\_\_  
(signature)

Print name: Joshua A. Barwick, JD

Title: Assoc. Dean, Faculty Affairs Administration

Date: 3/30/21