

WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT

(Pharmacy Tech or Other Non-Pharmacy Student)*

This Experiential Learning Program Agreement (the “**Agreement**”) has been entered into as of the ____ day of _____, 20____ (the “**Effective Date**”) by and between Walgreen Co., an Illinois corporation, on behalf of itself and its domestic subsidiaries, with its principal place of business at 104 Wilmot Road, Deerfield, Illinois 60015 (“**Walgreen**”) and the following “**Organization**”:

_____,
(Name of Organization governing entity)

a Public / Private (circle one) with primary school/campus/office (type: e.g. university, college, school, educational corporation) at:

_____,
(Address with street, city, state, zip code)

and such additional schools/campuses as listed in Exhibit A, attached hereto, and incorporated herein.

WHEREAS, the Organization has established a curriculum or program to train its students, trainees, or clients to be pharmacy technicians or workers in other trades, skills, or qualifications, and

WHEREAS Walgreen operates retail drug stores and other retail business facilities which employ pharmacy technicians and other skilled workers (each, a “**Location**”), and

WHEREAS, the parties agree that the development of a program (the “**Program**”) whereby certain of the Organization’s students, trainees, or clients (each, a “**Participant**”) can obtain practical experience and learning in a retail, business, or pharmacy setting related to pharmacy and wellness services would benefit the Participant, the Organization, and the industry with Walgreen and similarly situated businesses, all of which will ultimately provide improved pharmacy and wellness related services to the community;

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

1. THE PROGRAM

The parties will design the Program to allow Participants to obtain practical experience in a Location in accordance with Walgreen’s Experiential Guidelines and such other applicable trade associated guidelines on practice experiences (collectively hereinafter referred to as the “**Program**”). The Program will be designed to provide practical experience in accordance with applicable federal and state law and Program objectives as agreed upon by the parties, which shall be (a) similar to training in a vocational school, (b) for the benefit of the Participants as part of a learning experience, (c) without displacing regular employees, but acting under close personal supervision, (d) without immediate advantage to Walgreen from activities of Participants, (e) without guarantee of employment at conclusion of Participant’s training period, and (f) with understanding by Organization, Walgreen, and Participants that the Participants are not entitled to wages or other compensation for the time of participation in the Program. Each Participant’s participation in the program will be as agreed upon by the parties with respect to the Location, program period, number, and schedule of hours. Use of the term “faculty” is intended to reference an educator, trainer, teacher, or other academic role. Use of the term employee is intended to include faculty, employees, staff, contractors, agents, and representatives of an entity.

* This form is for pharmacy technician and other non-pharmacist training programs, including general corporate, retail, and operational training programs. This form is NOT to be used for pharmacists, nurse practitioners, physician assistants, or other medical professional clinical programs.

2. TERM; TERMINATION

This Agreement will commence on the Effective Date and shall continue until terminated by a party in accordance with the terms of this Agreement (the “**Term**”). At any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the current academic semester, trimester or quarter, as applicable for the Organization.

3. WALGREEN RESPONSIBILITIES

3.1. Supervision. Walgreen will provide reasonable supervision and feedback to each Participant and to the Organization, including verifying in writing all hours and dates attended by a Participant. Walgreen will promptly report to the Organization the unsatisfactory progress (including without limitation unexcused absences) of any Participant. Walgreen will meet with designated faculty of the Organization as necessary to discuss and evaluate the Program, guidelines, and such other applicable matters with the Program.

3.2. Equipment. Walgreen will make available all required equipment, systems and supplies at the Location, including providing each Participant with sufficient orientation to the equipment and systems at the Location to enable the Participant to perform any tasks assigned.

3.3. Capacity. Walgreen will notify the Organization as to the number of Participants it can accommodate for an academic period.

3.4. Staffing. Walgreen will maintain at least its normal staffing levels while Participants are present at a Location. In no event will a Participant be expected or allowed to perform services in lieu of staff employees or otherwise displace regular employees.

4. ORGANIZATION RESPONSIBILITIES

4.1. Program Coordinator. The Organization will appoint one (1) faculty member to serve as the primary educational coordinator for the Program (the “**Coordinator**”). The Coordinator will be responsible for the overall management of each Participant’s educational experience while participating in the Program. Either the Coordinator or another faculty or staff member will be on call at all times while Participants are present at any Location in connection with the Program.

4.2. Permits & Licenses. The Organization shall maintain, at all times during the Term, accreditation as an educational institution; all licenses and permits necessary to the Program (including without limitation, an application for the applicable pharmacy technician’s license for each Participant, if required by state or local law); and full and unrestricted accreditation of the Program from the applicable accrediting organization as agreed by the parties. The Organization shall promptly notify Walgreen of any adverse change in its accreditation or licensing status.

4.3. Qualification of Participants. The Organization shall ensure, through qualified faculty and curriculum, that each Participant is adequately prepared to benefit from his or her placement in the Program, including both classroom and laboratory instruction. A candidate’s preparedness shall be measured by (i) academic performance indicating an ability to understand what the Participant will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Participant will observe and perform, and (iii) the candidate’s deportment and conduct as appropriate for the setting.

4.4. Background Testing and Exclusions Screening. The Organization will be primarily responsible for selecting each Participant who is to participate in the Program. The Organization will conduct a criminal background check for each Participant, including obtaining, as applicable, information from Federal, State (including the Participant’s state of residence if different from the state in which the Organization is located) and local governmental sources. All background checks shall be conducted in a manner that is consistent with the requirements of the Fair Credit Reporting Act and any applicable state laws and shall include, at a minimum, the following checks: (1) Social Security Number (SSN) verification and validation; (2) name and address history; (3) National Criminal Database; (4) County Felony and

Misdemeanor (for minimum of 7-year residence history); (5) National Sexual Offender Registry Search; and (6) OIG Exclusion List Check. If the Organization becomes aware of any criminal, background and drug issues with any Participant in the Program, the Organization must inform Walgreens immediately. If any Participant's background check reveals a prior criminal record or any other negative material, the Organization and Walgreens will jointly evaluate whether such Participant should remain a candidate for the Program. Walgreens may audit the Organization's background check process and background check records of Participants placed in the Program. Also, and in accordance with Walgreens Policies and Procedures, if a Participant is placed at a Walgreens location and the location is part of a random drug test, the Participant will also be tested. The Organization will regularly check the OIG Excluded Individuals and Entities Database to verify that each Participant has not been excluded from participation in any Federally funded healthcare programs. Should such Participant become excluded; Walgreens must be immediately notified in writing and Walgreen shall have the right to require Organization to remove such Participant from Walgreens.

4.5. Preparation and Training. The Organization will (a) be primarily responsible for the Participants' learning experiences and provide faculty sufficient to effectively implement the Experiential Learning Program; (b) provide the Participants with objective guidelines and contact information to the supervisors working with the Program; (c) Furnish Walgreen with a schedule of dates and hours for practical experience, as well as a list of names and contact information of participating Participants and faculty; and (d) coordinate with Walgreen personnel for preparation and evaluation of the Program.

4.6. Compliance. The Organization will instruct all of its Participants assigned to Walgreen with regard to compliance with all of its rules, regulations, written standards, policies, and standard operating procedures, including but not limited to those relating to the treatment of confidential information of Walgreen and its customers, as well as the responsibility and authority of Walgreen's personnel over patient care and administration. Organization shall instruct all of its Participants regarding that proper attire must be worn at all times in the Location. Prior to the commencement of participation in the Program, the Organization will also ensure that all Participants and faculty members involved in the Program become familiar with and adhere to all applicable requirements of HIPAA (as defined below) as well as Walgreen's written standards, policies, standard operating procedures, and code of ethics.

4.7. Access. The Organization, its faculty, employees, and Participants shall respect and comply with any and all restrictions and requirements related to access to a Location, facility, area, system, record, data, information, equipment, product, or material of Walgreen, its employees, customers, patients, vendors, or contractors, as directed by Walgreen. The Organization agrees that Walgreen, in its sole discretion, may limit, restrict, terminate, or otherwise deny access by the Organization and its Participants, faculty, and employees at any time and upon immediate notice in any manner.

5. PARTICIPANT RESPONSIBILITIES

At all times while participating in the Program at a Location, all Participants shall adhere to Walgreen's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, patient privacy, confidentiality, and professional conduct; maintain good standing at the Organization, including maintaining a grade point average of 2.0 or higher; and maintain accurate, daily log sheets of all experiential hours.

6. INSURANCE

6.1. **Participant Health Insurance.** The Organization acknowledges that the Participant is not an employee of Walgreen, is not covered under Walgreen's health, dental, vision, or other medical insurance or benefits ("**Health Insurance**"), and Walgreen has no legal obligation to provide Health Insurance to the Participant.

6.2. **Organization Liability Insurance Requirements.** The Organization shall procure and maintain during the Term of this Agreement, at no cost or expense to Walgreen, insurance with the following coverage for the Organization, its faculty and Participants: (a) general liability policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year, and (b) professional liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year. Such policy shall specify that the liability coverage with regard to Walgreen under this Agreement is primary and non-contributing. A certificate of such insurance shall be provided to Walgreen within ten (10) days after execution of this Agreement and annually thereafter on the anniversary of the Effective Date.

7. INDEMNIFICATION

7.1. **Indemnity by Organization.** To the fullest extent allowed by law, the Organization shall, during the term of this Agreement, indemnify and hold Walgreen and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of any Participant or Organization employees in connection with the Program; provided however, that the Organization will not indemnify or hold Walgreen harmless for any claims or damages arising from the negligence or willful misconduct of Walgreen. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

7.2. **Indemnity by Walgreen.** To the fullest extent allowed by law, Walgreen shall, during the term of this Agreement, indemnify and hold the Organization and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of Walgreen in connection with the Program; provided however, that Walgreen will not indemnify or hold the Organization harmless for any claims or damages arising from the negligence or willful misconduct of the Organization or any Participant or resulting from the failure of the Organization or any Participant to adhere to the Program and all applicable guidelines described in Paragraph 1 above. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

7.3. **Negligence.** Each party shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees to the full extent allowed by law.

8. CONFIDENTIALITY

8.1. **Definition.** 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; Protected Health Information (as defined below), patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; proprietary Walgreen information; and proprietary Program design elements.

8.2. **Duty to Protect.** Each party will protect the other party's Confidential Information and will not disclose Confidential Information other than as permitted or required by the Agreement or as

required by law. Any disclosures shall be to persons only as needs to be known with such persons being apprised of the confidentiality obligations and willing to comply with the terms of this Agreement.

8.3. Exclusions. Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the “**Recipient**”); (b) is independently developed by the Recipient as evidenced by Recipient’s own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or as required by law. Before disclosing any Confidential Information under a court order or as required by law, the Recipient shall provide the other party (the “**Injured Party**”) reasonable notice and the opportunity to object to or limit such disclosure. In addition to any other rights or remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party shall be entitled to injunctive relief to enforce the terms of this Agreement because the Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this Agreement and monetary damages may be inadequate to compensate for such breach.

8.4. HIPAA Compliance. Without limiting the foregoing, the Organization shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder (“**HIPAA**”). The Program may involve the Participant’s exposure to or use of Walgreen Protected Health Information (“**Protected Health Information**”), which shall mean any information created or received by Walgreen, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The Organization acknowledges and agrees that all patient records of Walgreen shall be and remain the property of and in the custody of Walgreen, and instruct Participants to comply with Walgreen’s policies, restrictions, and requirements to protect the confidentiality of patient records and Protected Health Information. The Participants, the Organization, and its faculty and students will not retain or maintain any Protected Health Information outside of the Location during the Term and may not retain or have access to Protected Health Information or any patient record of any Walgreen patient under this Agreement after participation in the Program.

8.5. Survival. The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

9. PROGRAM PRACTICES

9.1. Recordkeeping. Each party's respective educational, employment, healthcare and record keeping practices shall conform to all federal, state, and local statutes, ordinances, and rules and regulations. The Organization agrees that it shall accept Participants for placement without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Walgreen will accept Participants into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

9.2. Termination of Participants. Walgreen shall have the right to terminate, at any time, with or without notice, and in its sole discretion, the training of any Participant whose conduct is unsatisfactory or whose characteristics and activities are detrimental to Walgreen’s business or Walgreen's responsibility to provide quality health care. Termination of a Participant must be followed with a written communication to the Coordinator, including a statement of facts describing the Participant’s unacceptable conduct that resulted in such termination.

9.3. No Guaranteed Offer. Walgreen does not guarantee an offer of employment to any Participant in connection with the Program.

9.4. No Compensation. The parties understand and agree that neither party, nor any Participant, will be entitled to compensation hereunder for its participation in the Program. No Participant will be considered an employee of either the Organization or Walgreen as a result of participation in the Program, and neither the Organization nor Walgreen will be responsible for Worker's Compensation coverage with respect to any Participant.

9.5 Force Majeure. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

9.6 Headings, Counterparts. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.7 Severability. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

9.8 Compliance with Laws. The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement.

9.9 Independent Contractor. The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Organization and Walgreen. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Walgreen nor the Organization shall be under any obligation to any third party by reason of this Agreement or any term thereof.

9.10 Publicity. Neither party will use the name(s), trademark(s), or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent. Consent of Walgreen shall not be valid unless obtained from Walgreen's corporate Vice President or Divisional Vice President of Corporate Communications.

9.11 Conduct. At all times while present at a Location, the Organization and its employees and students (including the Participants) will comply with all applicable Walgreen policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies;(vii) HIPAA compliance; and (viii) code of conduct.

9.12 Non-Assignment. Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

9.13 Non-Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

9.14 Notices. All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified, or registered mail, return receipt requested, or via email, in the case of Organization, to the address included on the first page of this Agreement and, in the case of Walgreen, to:

Walgreen Walgreen Co. 104 Wilmot Road, MS #2107 Deerfield, Illinois 60015 Attn: Sr. Director, Talent Acquisition Email: externships@walgreens.com	With a copy sent to: Walgreen Co. 104 Wilmot Road, M.S. #1446 Deerfield, Illinois 60015 Attn: Legal Department Email: legalnotices@walgreens.com
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Any questions about this form shall be referred to externships@walgreens.com

Notices shall be deemed given upon receipt or refusal to accept delivery.

9.15 Entire Agreement. This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived, or amended except by a written instrument duly executed by authorized representatives of each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement. Each Organization shall coordinate via a local area Walgreens Sponsor (“Local Area Sponsor”) who shall be responsible for the partnership between Walgreens and the Organization.

[ORGANIZATION]

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

WALGREEN CO.

Signature: _____

Name: Chrissy Holmer

Title: Senior Director Talent Acquisition

Date: _____

WALGREEN CO. Local Area Sponsor

Name: _____

Title: _____

Email address: _____

APPROVED BY DEPARTMENT	
CONTRACTS LEGAL	BY:
TALENT ACQUISITION & DIVERSITY SERVICES	BY:
	BY:

EXHIBIT A

List of schools, colleges, campuses, locations, and divisions of Organization covered under the Agreement for participants from the Organization. Each should be listed with applicable details for name, address, primary contact with contact information, and such other relevant details for Program.