

Appalachian College of Pharmacy

ARBITRATION AGREEMENT

In order to avoid the costs and inconvenience of litigation regarding any and all claims and controversy arising during, as a result of, and relating to my attendance to or work for the Appalachian College of Pharmacy (ACP), and any civil claims or proceedings by me or my estate against the Appalachian College of Pharmacy or its assigns, agents, employees, officers, Trustees or former Trustees arising out of actions or omissions related to Appalachian College of Pharmacy business, I agree that all such matters shall be settled and finally determined by arbitration. I further understand and agree that for a period of at least thirty (30) days after I, my estate, or counsel gives written notice that a controversy exists, that ACP and I shall endeavor in good faith to resolve the controversy through formal mediation, using a qualified mediator who is a retired Virginia judge. The costs of such mediation shall be equally divided. At the end of said thirty days, if that effort does not resolve the dispute, then I or my estate may begin the arbitration process upon additional written notice to ACP that I wish to proceed to binding arbitration.

Within thirty (30) days of such notice of arbitration, the parties shall endeavor in good faith to select a qualified arbitrator who is a retired Virginia judge who regularly conducts arbitrations and mediations individually or with The McCammon Group of Richmond, Virginia, by mutual agreement in writing. If we cannot agree upon such arbitrator, then I or ACP may petition the Buchanan County Circuit Court in Buchanan County, Virginia, to appoint an independent, industry-qualified arbitrator under the Uniform Arbitration Act. It is agreed that the finding and award made by said arbitrator in writing shall be final and accepted as a complete adjustment of all matters in controversy, and shall be entered as a judgment of the appropriate court.

The arbitration hearing shall be conducted in Buchanan County, Virginia, and the arbitrator shall hear any relevant evidence as may be offered by the parties. The parties shall assume their respective costs, including attorney fees, incurred for the arbitration, except that the arbitrator may assess reasonable fees and costs against a party found to have acted in bad faith. The law of the Commonwealth of Virginia shall apply to the arbitration proceedings.

Should I serve as an employee of the Appalachian College of Pharmacy, then any claim for injuries by me or my estate shall be exempted from the arbitration process as such injuries are covered by workers' compensation insurance. I understand and agree that the only reasons that this arbitration process can be voided is if the ACP's insurance carrier determines that it violates the terms and conditions of its policy, or the ACPE rules that this clause is unenforceable under its guidelines. I certify that I have had the opportunity to have this application and, particularly, this arbitration clause reviewed by legal counsel of my choice prior to signing and submitting same.

Applicant's Signature

Print Name

Date

NON-DISCRIMINATION POLICY & AMERICANS WITH DISABILITIES ACT

The Appalachian College of Pharmacy does not discriminate on the basis of race, color, national origin, religion, handicap, marital status, gender, lifestyle, veteran status or sexual orientation, and fully complies with the Americans with Disabilities Act.