

MEMORANDUM OF UNDERSTANDING
Between the National Association of Boards of Pharmacy
and the New Hampshire State Board of Pharmacy

Purpose

The purpose of this memorandum of understanding (MOU) is to describe the terms under which the National Association of Boards of Pharmacy® (NABP®) will develop and provide the technician Multistate Pharmacy Jurisprudence Examination® (Technician MPJE) to pharmacy technician candidates being qualified by the New Hampshire State Board of Pharmacy (“Board”) to sit for the Technician MPJE.

NABP Responsibilities

- NABP is responsible for creating the Technician MPJE in accordance with recognized testing standards and practices so that the examination assess competence for licensed advanced pharmacy technician (LAPT) practice in the state of New Hampshire. NABP is further responsible for maintaining the validity and reliability of the Technician MPJE, for regularly administering the Technician MPJE throughout the year through a third-party contractor, and for establishing the passing standard for the Technician MPJE.
- NABP is responsible for electronically reporting the applicable examination results to New Hampshire Technician MPJE candidates through the candidates’ NABP e-Profile account.
- NABP shall maintain each examinee’s records for at least three (3) years after the examinee’s exam date, at no cost to the Board, and in a manner that allows retrieval of candidate data and provision of such data to Board in a timely manner.
- NABP is responsible for making available documentation, such as a Technician MPJE registration bulletin, with current information regarding the Technician MPJE including, but not limited to, the examination registration and scheduling processes, examination administration, examination security and irregularities, approving Americans with Disability Act examination accommodations, and the examination retake process.
- NABP agrees to comply with all applicable laws and regulations, including anti-discrimination regulations, equal opportunity and employment regulations, and the Americans with Disabilities Act.
- NABP establishes the examination fee for the Technician MPJE and collects payment directly from the Technician MPJE testing candidates. Examination fees are described in the Technician MPJE registration bulletin. NABP develops and provides the Technician MPJE at no cost to the Board or the state of New Hampshire.
- In the event of any serious breach of the security or integrity of the Technician MPJE,

regardless of who caused it or how, NABP may, in its sole discretion, suspend the examination or discontinue providing the Technician MPJE. In the event of alleged Board noncompliance with this MOU or its membership with the Association, NABP may discontinue providing the Technician MPJE to New Hampshire candidates, following the provision of written notice to the Board.

Board Responsibilities

- Board is responsible for participating in the annual review of new questions and annual review of the state specific item pool for Technician MPJE. Board is responsible for designating questions that are valid for use on the Technician MPJE for technicians, ensuring the accuracy of the content of the items, and providing correct key for all questions approved for use in the state. Only those questions approved by the Board representatives will appear on the Technician MPJE. Board is responsible for assigning individuals to review the item pool who are familiar with the state's pharmacy jurisprudence requirements. Board is further responsible for the validity and reliability of all Technician MPJE questions and will immediately notify NABP if any previously approved Technician MPJE question is no longer valid, for any reason, including but not limited to due to a change in the state's laws or regulations.
- Board is responsible for submitting annually a minimum of thirty (30) draft multiple choice questions in NABP-approved format during the NABP hosted MPJE item writing workshop for NABP review and possible inclusion in the Technician MPJE pool.
- Board is responsible for participating in the NABP MPJE standards setting exercise, and if the Board fails to participate, the Board agrees to accept the MPJE standards set by the participating jurisdictions during the exercise.
- Board is responsible for determining a candidate's eligibility, in accordance with applicable law, to take the Technician MPJE, and for abiding by the designated Technician MPJE passing standard established by NABP. Board agrees to use the Technician MPJE in accordance with the terms of this MOU. NABP is not responsible for the Board's use of the Technician MPJE, including without limitation, examination results or licensure decisions.
- The Board is responsible for maintaining the confidentiality of the Technician MPJE results, statistical data, and any Technician MPJE test questions, answers, scenarios, and other exam content that it receives.
- The Board agrees NABP is its exclusive provider of the jurisprudence examination for all candidates seeking licensure as New Hampshire Licensed Advanced Pharmacy Technicians

Term and Termination

This Agreement is effective on January 1, 2023 and is valid for a period of five (5) years. Following the initial term, the parties shall have the option to renew this Agreement for successive five (5) year terms. Either party may terminate this Agreement for convenience upon providing at least 180 days prior written notice to the other party. Either party may

terminate due to the other party's breach of one or more terms of this Agreement by providing thirty (30) days' prior written notice of termination to the breaching party.

Confidentiality

The Board and NABP will maintain the confidentiality of the examination. The Board will assist NABP in maintaining the security of the Technician MPJE, and the Board will immediately report to NABP any information relevant to the examination's security, validity, or integrity, including but not limited to information about candidate misconduct, cheating, a breach, or suspected breach of security. The Board is also responsible for maintaining the confidentiality of the Technician MPJE and its content, candidate exam results, and statistical data. Unless expressly authorized by NABP in a prior writing, no person may disclose, publish, reproduce, transmit, receive, view, review, or make available the Technician MPJE, including but not limited to examination question format, examination questions or answers, examination profiles, or scenarios, in whole or in part, in any form or by any means, whether verbal, written, electronic, or mechanical, for any purpose.

Under no circumstances shall Board accept or assert custody or ownership of NABP's secure licensing examinations or other confidential examination-related materials. If Board needs to review NABP's secure examination content and related confidential materials, Board shall make arrangements with NABP to conduct such reviews at NABP's proctored test sites and per NABP's non-disclosure requirements.

Title to Property

The Board acknowledges and agrees that NABP is the exclusive owner of all rights, title, and interest in the Technician MPJE and all other NABP examinations, including without limitation any and all test items, examination and assessment questions, answers, scenarios, examination content, examination results, data, material, and information used to create or develop the Technician MPJE and any other NABP examination.

Miscellaneous

1. The parties may amend or revise this MOU so long as such changes are agreed to in writing by the parties. The failure of either party to exercise any of its rights regarding a breach of this MOU shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach.
2. Neither NABP nor the Board shall assign this MOU without prior written permission of the other.
3. The undersigned warrant that they are authorized representatives of their respective organizations and that they are authorized to enter into this MOU and bind their respective organizations to its terms.
4. This MOU shall be governed by the laws of the state of New Hampshire, without reference to the principles of conflicts of laws thereof. Any disputes arising hereunder

shall be resolved in the state or federal courts located in the state of New Hampshire.

5. The performance of this MOU is subject to suspension, without liability, upon the occurrence of any act or circumstance beyond the reasonable control of either party including, but not limited to, acts of God, war, government regulations, disaster, domestic terrorist acts, riots, civil disorder, or curtailment of transportation facilities, to the extent that such circumstance makes it illegal to perform or a party is hindered or prevented from performing this MOU.
6. The parties agree that the terms of this MOU shall be binding upon and inure to the benefit of the contracting parties only, and that nothing expressed or implied in this MOU is intended, nor will be deemed, to confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

IN WITNESS WHEREOF, the Parties hereto have hereby caused this MOU to be executed as of the date last indicated below.

National Association of Boards of Pharmacy

New Hampshire State Board of Pharmacy

By: _____

By: _____

Name: Lemrey A. Carter, PharmD, MS, RPh

Name: _____

Title: Executive Director/Secretary

Title: _____

Date: _____

Date: _____