

AFFILIATION AGREEMENT
FOR UNPAID STUDENT INTERNSHIP EXPERIENCE

This Agreement is made and entered into this ____ day of _____, 2017 by and between _____ (Placement Site) and University of La Verne (University) to set forth the terms and conditions under which Placement Site and University will jointly undertake a program of internship and training for educational purposes (the Internship Program) for students in the University's Program of _____ (Students) to be offered at Placement Site. In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, University and Placement Site agree as set forth below.

GENERAL PROVISIONS

1. Description of Internship Program. University and Placement Site agree that Internship Program will comport with the provisions detailed in Exhibit 1 of this Agreement and any further specifications that University and Placement Site may develop to formalize operational details of the Internship Program. These details may include, but are not limited to, the following:

1.1 Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the Internship Program);

1.2 Number of Students eligible to participate in the Internship Program;

1.3 Specified days, hours and locations for the Internship Program;

1.4 Specific learning objectives and performance expectations for Students;

1.5 Specific allocation of responsibilities for the Faculty Liaison, Placement Site Supervisor, and designated Placement Site contact person, if any, as referenced in Section 14 of this Agreement, which shall include a written plan for Student supervision and orientation to Placement Site; and

1.6 Timeframes and format for Student program reports and evaluation forms.

Any future specifications between the parties developed to formalize the operational details of the Internship Program will be considered to be incorporate into this

Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party. In the event of a conflict between the terms of the subsequent written specifications and this Agreement, the latter shall prevail.

2. Student Services. The parties acknowledge and agree that Students participating in the Internship Program will have the status of learners, and Student services will not be utilized in lieu of those of professional or nonprofessional staff. Any services provided to Placement Site by Students as a part of the Internship Program is incidental to the educational purpose of the Internship Program.

2.1 Student Status. The parties expressly understand and agree that Students assigned to Placement Site as part of the Internship Program: (a) are in attendance for educational purposes; (b) are and will remain students of School, and will in no sense be considered employees of Placement Site; (c) and Students will not be entitled to any monetary or other remuneration for services performed by them at Placement Site.

3. Compensation. There will be no payment of charges or fees between University and Placement Site.

4. Nondiscrimination. The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status, or any other status protected by applicable national, federal, state, or local law

UNIVERSITY'S RESPONSIBILITIES

5. Academic Program Administration. University will be responsible for coordination and administration of the Students' academic experience. University shall have full authority to determine the requirements for each Student's matriculation and participation in the Internship Program, and for decisions regarding grading, awarding of academic credit, promotion, graduation, and the awarding of degrees.

6. Internship Program Curriculum and Administration. University shall design and deliver to Placement Site the curriculum for the Internship Program, including development of Student learning objectives, evaluation criteria, reporting

requirements, orientation plan, and identification of appropriate learning activities during placement at Placement Site. University shall also assure the quality of the Internship Program and modify it as needed to reflect evaluative input received from Placement Site.

6.1 University Policies. University shall provide Placement Site a statement of its policies on illness and injury, time loss for special events, class attendance requirements, and any other policy applicable to Student performance during the Internship Program.

6.2 Evaluation Tools. University will provide forms for the evaluation of Students or develop Student performance evaluation tools in conjunction with Placement Site.

7. Faculty Liaison. University will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Placement Site, who shall be responsible for the Students. University agrees to notify Placement Site in writing of any change of its Faculty Liaison. School's liaison will coordinate with the Placement Site Supervisor and/or designated Placement Site contact at the beginning and end of the internship experience to solicit Placement Site input regarding the Internship Program.

8. Students. University will select and adequately prepare Students for participation in the Internship Program at Placement Site and will notify Placement Site in writing of any change in a Student's status.

8.1 Academic Information. University will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide Placement Site information pertaining to relevant education and training for all Students participating in the Internship Program at least ____ weeks before the commencement of the Internship Program.

8.2 Additional Required Documentation. Prior to the arrival of Students at the Placement Site, University shall provide Placement Site with verification that Student has satisfied any and all screening and placement requirements required by Placement Site.

8.3 Discipline. University agrees to discipline Students willfully violating Placement Site rules, policies, procedures, or standards of professional conduct.

8.4 Student Health Insurance. University will encourage each Student participating in the Internship Program to acquire comprehensive health and accident insurance that will provide continuous coverage of the Student during his or her participation in the Internship Program. University will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage.

9. Adherence to Placement Site Policies. University shall require that Students adhere to Placement Site rules, policies, procedures, standards of professional conduct, including without limitation successful completion of a background check prior to participation in the program and those concerning confidentiality of Placement Site information. University shall notify Students of their obligation under this paragraph.

9.1 Identification. If required by Placement Site, University shall require that Students wear appropriate attire and Placement Site identification tags.

10. Proprietary Information. University shall assure that the Faculty Liaison and Students treat information about Placement Site gained in the course of this affiliation as proprietary and do not disclose or use such information for any purpose without the express written permission of Placement Site. University agrees that all work produced by Students in the course of the Internship Program shall be the sole property of the Placement Site, including but not limited to applicable intellectual property rights. University further agrees to inform Students of this provision and to secure any necessary consent and authorization from Students to effectuate this provision as a condition of the Students' participation in the Internship Program.

11. Withdrawal and/or Removal of Students. University is responsible for removal and withdrawal of a Student from the Internship Program if Placement Site or University determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by Placement Site to be unacceptable, Placement Site shall have the right to immediately correct the situation, which may include a demand for removal of the Student from Placement Site facilities, and University agrees to honor any such demand.

12. Insurance. University shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to Placement Site, (1) comprehensive general liability insurance to cover its employees, faculty and student (as applicable)

at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to Placement Site.

PLACEMENT SITE'S RESPONSIBILITIES

13. Internship Learning Experience. Placement Site will provide, within the limits of its facilities and staff and consistent with its goals, an educational internship experience for Students enrolled in the Internship Program.

14. Placement Site Supervisors. In accordance with the specific terms of the applicable letter agreement described in Section 1 above, Placement Site will designate in writing Placement Site Supervisors to supervise the learning experiences of the Students, and will designate in writing at least one person to serve as contact with University personnel to assure mutual participation in and review of the Internship Program and Student progress. Placement Site will notify University in writing of any change or proposed change of the Placement Site Supervisor or designated contact person.

15. a. Evaluation and Reporting. Placement Site will submit required reports on each Student's performance and will provide an evaluation to University on forms provided by University. Placement Site will notify University of any significant situation or problem that may threaten the successful completion of the Internship Program by the Student.

b. Privacy of Education Records. Placement Site acknowledges that University is subject to the Family Educational Rights and Privacy Act (FERPA) and that personally identifiable information and other matters directly related to a student either disclosed by the University to Placement Site or created by Placement Site in connection with the Internship Program: (1) shall not be disclosed or re-disclosed to any person or entity other than University officials without the prior written consent of the Student, except as provided below; and (2) shall be viewed only by Placement Site officials or staff who have a legitimate need to view such information to verify the qualifications of the Student to participate in the Internship Program or in connection with evaluation and reporting the Student's performance to University. Placement Site may disclose/re-disclose the Student's information

as required by a State, Federal or accreditation, or as otherwise required pursuant to law.

16. Resources. Placement Site will provide Students with access to sources of information necessary for the Internship Program consistent with Placement Site policies and procedures, including library resources and reference materials.

17. Supplies and Equipment. Placement Site will make available to Students basic supplies and equipment reasonably necessary as part of the Internship Program.

18. Insurance. Placement Site shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to University, (1) comprehensive general liability insurance to cover its employees and instructors (as applicable) at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to University.

LIABILITY AND INDEMNIFICATION

19. Indemnification. University shall indemnify and hold harmless, defend the Placement Site, and each of its governing board, officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the University, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement, except to the extent caused by the negligent or intentional conduct of any Indemnitee. The foregoing indemnity and hold harmless obligation of the University includes and applies without limitation to injury or damage to the Placement Site, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

TERM AND TERMINATION

20. Term. This Agreement is effective beginning _____ and will continue in effect for two years, unless terminated in accordance with Section 21. The parties may renew this Agreement for an additional two-year term by written agreement prior to the termination date.

21. Termination. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice; however, in the event an academic semester has commenced, such notice shall not become effective until the academic semester has concluded. Students in good standing currently participating in an Internship Program that is in progress at the time of termination may complete that internship experience.

21.1 Immediate Termination as to Individual Students. Placement Site reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption.

MISCELLANEOUS PROVISIONS

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

23. Amendment. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

24. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of California.

25. Representatives. The parties designate an individual as their respective representative (each, a "Representative") to manage their respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by University or Placement Site, will

be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Placement Site Representative	University Representative
Name:	Name:
Address:	Address:
Tel:	Tel:
Fax:	Fax:
Email:	Email:

26. Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

27. Survival. University and Placement Site expressly intend and agree that Section 19 of this Agreement will survive the termination of this Agreement for any reason.

28. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

29. Waiver. Neither the waiver by any of the parties hereto of a breach or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

30. Inspection. Placement Site will permit, on reasonable notice and request, the inspection of Placement Site and related facilities by agencies charged with responsibility for accreditation of University.

31. Mutual Representations and Warranties. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

UNIVERSITY OF LA VERNE
("University")

("Placement Site")

By

By

Dr. Jonathan Reed. Ph.D.
Provost and Vice President for
Academic Affairs

(Name)

(Title)

Exhibit 1

Please Describe: Student learning objectives, evaluation criteria, reporting requirements, orientation plan, and identification of appropriate learning activities for Internship Program.