**WESTERN MICHIGAN UNIVERSITY**

**[COLLEGE/SCHOOL/DEPT]**

**AFFILIATION AGREEMENT**

Effective this [date], the Board of Trustees of Western Michigan University (WMU), on behalf of its [College/School/Department] (COLLEGE) and [entity name] (HOST), hereby agree to work together to provide an internship experience for the COLLEGE’S registered students (AGREEMENT).

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students in the COLLEGE.

WHEREAS, the Parties intend this Agreement to meet requirements of accreditation standards for programs in the COLLEGE related to Affiliation Agreements.

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified above agree as follows:

# Responsibilities of the College

* 1. The COLLEGE will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior. COLLEGE shall assign to the HOST only those students who have satisfactorily completed the prerequisite portions of the COLLEGE’s curriculum.
	2. The COLLEGE will retain ultimate responsibility for the education and assessment of its students. The COLLEGE’s representative for this Agreement shall be a faculty member appointed and assigned by the COLLEGE, who will be responsible for education, including assessment to determine the final grade for the internship course.
	3. Where applicable, the COLLEGE will advise all students assigned to the HOST facilities regarding the confidentiality of client records and client information imparted during the educational experience. The COLLEGE will also advise all students that any confidentiality requirements extend beyond the termination or expiration of this Agreement.
	4. The COLLEGE will inform the student of his/her responsibility to provide evidence to the HOST of any required criminal background checks when requested. The COLLEGE will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST’S policies and practices.
	5. The COLLEGE will advise students that they are required to comply with HOST rules, regulations, and procedures**.**
	6. The COLLEGE will provide instruction to the HOST'S staff with respect to the COLLEGE’s expectations regarding assessment of the COLLEGE’s students at the HOST.
	7. The COLLEGE is a public entity entitled to governmental immunity protections under applicable state law. Therefore, the COLLEGE shall provide occurrence-based liability coverage with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST, the COLLEGE shall provide a certificate of insurance demonstrating coverage for students completing education at the HOST.
	8. [Insert any additional responsibilities of college]

# Responsibilities of the HOST

* 1. The HOST will maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST will provide students and faculty with access to appropriate resources for student education including: a) clients at HOST facilities in an appropriately supervised environment, in which the students can complete the COLLEGE’s curriculum; b) student security badges or other means of secure access when necessary; and c) any other necessary resources.
	2. The HOST will retain full authority and responsibility for client or consumer care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST’s facilities, students will have the status of trainees, will not replace HOST staff and are not to render unsupervised client care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. HOST and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student’s level of education.
	3. The HOST staff will, upon request, assist the COLLEGE in the assessment of the learning and performance of participating students by completing assessment forms provided by the COLLEGE and returned to the COLLEGE in a timely fashion.
	4. The HOST will provide orientation of COLLEGE’s participating students as to the HOST’S rules, regulations, policies, and procedures, as well as provide copies of those rules, regulations, policies, and procedures as appropriate. The HOST shall notify the COLLEGE of its requirements of an acceptable criminal background check, required immunizations, and drug tests.
	5. The HOST agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at the HOST, the HOST, upon notice of such incident from the student, will provide the same emergency care as it provides to its employees.
	6. To the extent the HOST generates or maintains records related to the participating student, the HOST agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the COLLEGE. Only those HOST employees or agents with a need to know will have access to participating student records.
	7. The HOST will not create or maintain educational records and reports relating to individual students’ participation in the educational program except for those agreed-upon reports from HOST supervisors that are necessary to the University’s monitoring of student progress. The HOST will not release information contained in educational records and reports, but will, instead, refer all requests for information regarding such records to the University.
	8. Upon request, the HOST will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
	9. The HOST will provide written notification to the COLLEGE promptly if a claim arises involving a student. The HOST and COLLEGE agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state joint defense laws.
	10. The HOST shall identify a site coordinator from among its staff who will communicate and cooperate with the COLLEGE to ensure faculty and student access to appropriate resources for the educational experience.
	11. The HOST shall provide occurrence-based liability coverage with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. If requested by the COLLEGE, the HOST shall provide a certificate of insurance.
	12. [Insert any additional responsibilities of college]

# Mutual Responsibilities

* 1. Each party will identify its Representative(s) on or before the execution of this Agreement.
	2. The parties will work together to maintain an environment of high quality client care. At the request of either party, a meeting or conference will promptly be held between the COLLEGE and HOST representatives to resolve any problems or develop any improvements in the operation of the training program.
	3. The HOST will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST facilities as required by the program.
	4. The COLLEGE and the HOST will not discriminate against or harass any student enrolled in the clinical educational experience based on the protected classes of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, protected disability, protected veteran status, genetic information, height, weight, marital status, or any other basis protected by law. With respect to disability, the disability must not be such as would, with or without reasonable accommodation, preclude the employee, applicant or student’s effective participation in the relevant program.
	5. The COLLEGE, including its faculty, staff, and students, and HOST share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST shall require its employees who interact with students to communicate student violations to the COLLEGE.
	6. HOST may immediately remove from the premises any student who is a direct threat to the health or safety of the HOST, its employees, or its clients. HOST retains the right to suspend or terminate any student’s participation at the HOST. The HOST will immediately notify the appropriate office of the COLLEGE if such an action is required and the reasons for such action. The COLLEGE may terminate a student’s participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The COLLEGE will notify the HOST if such action is required.
	7. In the event the COLLEGE does not agree with HOST’S refusal to accept a student or request for withdrawal of student, it will promptly (no more than five working days after receipt of the written notice or request from the HOST) provide the HOST with a written statement setting forth the basis for any such disagreement.
	8. If a court or administrative agency of competent jurisdiction finds that the HOST acted unlawfully in refusing to accept, or requesting the withdrawal of, a student, the HOST will defend, indemnify, and hold the COLLEGE harmless from any and all claims and costs arising from the requested withdrawal or refusal to accept any student to which the COLLEGE provided its timely written statement of disagreement. The COLLEGE will promptly notify the HOST of any such claim, provide the HOST with an opportunity to defend, and provide the HOST with reasonable assistance, except financial, in making such defense. The COLLEGE will not settle any such claim without the consent of the HOST.
	9. [Insert any additional responsibilities of college]

# Intellectual Property Rights and Ownership

 Any intellectual property rights owned by a Party before the date of this Agreement and during the term of this Agreement will remain the property of that Party. Nothing contained in this Agreement will affect the absolute ownership rights of any Party in such Party’s intellectual property rights. Any intellectual property developed by a student while at the HOST shall remain the property of that student.

# Term and Termination

This AGREEMENT is effective upon execution by both parties to the covered training experience(s) and will continue for a period of five years, unless terminated by either party. Either Party may terminate this Agreement at any time and for any reason by providing at least ninety days’ prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST will be permitted to complete any previously scheduled assignment at HOST.

# Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST or COLLEGE for any purpose. Students will not be entitled to receive any benefits of employment from HOST or COLLEGE, including but not limited to, health care or workers’ compensation benefits, vacation, or sick time. HOST will not be required to purchase any form of insurance for the benefit or protection of any student of the COLLEGE.

# No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties. Neither party shall have the right or authority, nor shall it hold itself out to have the right or authority, to bind the other party; nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

# Assignment

 Neither Party will assign this AGREEMENT without the prior written consent of the other.

# Governmental Immunity

The COLLEGE is a public entity entitled to protections of governmental immunity under applicable law. It is specifically understood and agreed to that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the COLLEGE of its governmental immunity or of its state governmental immunity; an express or implied acceptance by COLLEGE of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the COLLEGE of a debt, contract, or liability of the HOST.

# No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party.

# Notices

All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses. Electronic notification shall/shall not be sufficient.

|  |  |
| --- | --- |
| To University: | [Name] |
|  | [Department/Office] |
|  | [Building Address] |
|  | [Phone/e-mail] |
|  |  |
| To Host: | [Name] |
|  | [Address] |
|  | [Phone/e-mail] |

# Severability

 The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

# Headings

Headings in this Agreement are for convenience only**.**

# Entire Agreement

This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed amendment or agreement.

|  |  |
| --- | --- |
| **The Board of Trustees of Western Michigan University** | **[HOST]** |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Dean][College] | [Printed Name and Title] |
| [Date] | [Date] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Dr. Christopher C. CheathamVice Provost | [Date] |