

**AFFILIATION AGREEMENT FOR USE OF A
FACILITY AS AN INTERNSHIP SITE**

THIS AGREEMENT is made this _____ day of _____, 2004, by and between SLIPPERY ROCK UNIVERSITY OF PENNSYLVANIA, Slippery Rock, Pa., (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and _____, _____, (hereinafter "Site").

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the area of _____; (state undergraduate program); and

WHEREAS, the University is an educational institution that provides a degree in the area of _____; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a setting related to their studies; and

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the internship experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for each internship program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.
- c. *Policies of Internship Site.* The University will review with each student, prior to the internship assignment any and all applicable policies, codes, or confidentiality issues related to the internship experience. The Site will provide the University all the applicable information prior to the commencement of the internship.

- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site and should any student fail to abide by any policy and/or procedure, they may be terminated from the internship.
- e. *Health Status.* The University will require its students who are participating in the internship experience to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles.
- f. *Scheduling of Site.* The University shall plan the assignment and schedules of those participating in the internship in cooperation with the Site.
- g. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense, if required by the internship site.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF THE INTERNSHIP SITE

- a. *Student Participation in Site.* The Site agrees to allow a mutually agreed upon number of students of the University to participate in an internship. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the University.
- b. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- c. *Emergency Medical Care of Students.* The Site may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur during an internship experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.
- d. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the internship experiences of the students.
- e. *Supervision of Students.* The Site shall provide site supervisors who will monitor student activities during the internship.
- f. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- g. *Changes in Assignment.* The Site will, as soon as practical, advise the University Internship Advisor of any changes in internship assignments if they differ significantly from those agreed upon between the University and the Site.
- h. *Rules and Policies.* The Site will provide the University, and the student doing the internship all relevant rules, regulations and policies of the Site. The Site, when necessary, shall have the responsibility of updating this information as necessary.
- g. *Facilities.* Available space at the site, as specified by the Site, will be established by mutual agreement and made accessible to the University faculty and students for conferences.
- h. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be _____ years from the date of execution. This Agreement may not exceed a period of five years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defenses as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Slippery Rock University of Pennsylvania:

(Name of internship site)

Department Chairperson

Authorized Signature

Provost and V.P. for Academic Affairs

Print Name/Title

Approved as to form and legality:

University Legal Counsel

Date:_____

