

AFFILIATION AGREEMENT

ARIZONA STATE UNIVERSITY

This Affiliation Agreement is entered into as of _____, 20__ (the "Effective Date"), between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY (the "University") and _____ (the "Facility").

1. Term. The term of this Agreement shall be one year, commencing on the Effective Date. This Agreement may be renewed on a year-to-year basis by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

2. General Terms.

- a) The purpose of this Agreement is to establish an affiliation between the University and the Facility to provide an educational experience for students.
- b) The University and the Facility will agree on a schedule for student participation at the Facility.
- c) The student's participation should complement the service and educational activities of the Facility. Students will not be used in lieu of professional or staff personnel and will be under the supervision of a Facility representative.
- d) Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- e) Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- f) Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
- g) A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- h) Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- i) Each student must adhere to the Facility's established dress and performance standards.

3. Facility's Obligations.

- a) The Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities of University students participating under this Agreement.
- b) The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.

- c) The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement.
- d) Nothing in this Agreement is intended to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

4. University's Obligations.

- a) The University will provide an administrative framework and a teaching faculty adequate in number, qualifications and competence to develop and carry forward its instruction and supervision.
- b) The University will be responsible for developing and carrying out procedures for student selection and admission.
- c) The University will designate a University representative to coordinate scheduling, provide course information and objectives, and assist in advising students.
- d) The University is responsible for the acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.

5. Arizona State Agency Provisions.

- a) Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- b) Conflict of Interest. This Agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is an employee, consultant, or agent of the Facility.
- c) Arbitration. Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.
- d) Facility's Records. To the extent required by Section 35-214, Arizona Revised Statutes, Facility agrees to retain all records relating to this Agreement. Facility agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by University upon reasonable

notice to Facility.

- e) Failure of Legislature to appropriate. If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Facility and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

6. Miscellaneous.

- (a) Each party shall be responsible for its and its agents' negligence, actions and omissions.
- (b) Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- (c) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.
- (d) The individual signing below on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

UNIVERSITY

FACILITY

ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Address

Address

Last revised: July 2000